

In light of the current public health crisis and the Federal, State and County Emergency Declarations, and in accord with the provisions of Sec. 610.020, RSMo., the Board of Aldermen recognizes that it would be dangerous and impractical, if not impossible, for its meeting to be physically accessible to the public. The Board also recognizes the need for the public's business to be attended to in order to protect the public health, safety and welfare. In order to balance both the need for continuity of government and protection of the health and safety of our residents, business persons and employees, this meeting of the Board of Aldermen will not be open to public attendance in person. The meeting will be accessible by the public in real time ONLY by following the instructions in the box below.

You are invited to a Zoom webinar.

When: June 8, 2021 6:00 PM Discussion Session; 7:00 P.M. Meeting

Topic: 06/08/2021 Board of Aldermen Meeting.

Join from a PC, Mac, iPad, iPhone or Android device:

Please click this URL to join. <https://us02web.zoom.us/j/83638311572>

Or One tap mobile:

+13126266799,,83638311572# US (Chicago)

+19292056099,,83638311572# US (New York)

Or join by phone:

Dial(for higher quality, dial a number based on your current location):

US: +1 312 626 6799 or +1 929 205 6099 or +1 301 715 8592 or +1 346 248 7799 or +1 669 900 6833 or +1 253 215 8782

Webinar ID: 836 3831 1572

International numbers available: <https://us02web.zoom.us/j/83638311572>

Persons interested in making their views known on any matter on the agenda should send an email with their comments to the City Clerk at jfrazier@claytonmo.gov. All comments received will be distributed to the entire Board before the meeting.

Thank you for your understanding and patience as we all try to get through these difficult and dangerous times.

CITY OF CLAYTON BOARD OF ALDERMEN
EXECUTIVE SESSION – 6:00 P.M.
TUESDAY, JUNE 8, 2021
VIRTUAL ZOOM MEETING
CLAYTON, MO 63105

1. Personnel and a negotiated contract. (Pursuant to RSMo to Section 610.021(1), (2) and (3))

Subject to a motion duly made in open session and a roll call vote pursuant to Section 610.022 the Board of Aldermen may also hold a closed meeting, with a closed vote and record for one or more of the reasons as authorized by Section 610.021(1), (2) and (3) Revised Statutes of Missouri, relating to legal issues, real estate and/or personnel, negotiation of a contract pursuant to Section 610.021(12) RSMO., proprietary information pursuant to Section 610.021(15), and/or information related to public safety and security measures pursuant to Section 610.021(18) and (19) RSMO.

CITY OF CLAYTON BOARD OF ALDERMEN
DISCUSSION SESSION – 6:30 P.M.
TUESDAY, JUNE 8, 2021
VIRTUAL ZOOM MEETING
CLAYTON, MO 63105

1. Update on City Events
-

CITY OF CLAYTON BOARD OF ALDERMEN
TUESDAY, JUNE 8, 2021
VIRTUAL ZOOM MEETING
CLAYTON, MO 63105
7:00 P.M.

ROLL CALL

MINUTES – May 11, 2021

PUBLIC REQUESTS & PETITIONS

PUBLIC HEARING

1. Ordinance – To approve a subdivision plat (lot consolidation) for 8027 Forsyth Boulevard. (Bill No. 6841)
2. Resolution – To approve a Conditional Use Permit for a Second Unit at 12 Hillvale Drive. (Res. No. 2021-09)

CITY MANAGER REPORT

1. Ordinance – To approve vacating a portion of a public alley related to the Forsyth Pointe Development project. (Bill No. 6842)

2. Ordinance – To approve an amendment and restatement of the Non-Uniformed Employees' Retirement Plan and Trust. (Bill No. 6843)
3. Ordinance – To approve renewing an Intergovernmental Agreement for Technology Services to the City of Richmond Heights. (Bill No. 6844)
4. Ordinance – To approve an amendment to Chapter 505 relating to mobile food vending equipment (food trucks). (Bill No. 6845)
5. Ordinance – To adopt revisions to the City of Clayton's Complete Streets Policy. (Bill No. 6846)
6. Motion – To appoint a Mayor Pro Tempore.
7. Motion – To approve Aldermanic Assignments to the Boards and Commissions.

ADJOURNMENT

Subject to a motion duly made in open session and a roll call vote pursuant to Section 610.022 the Board of Aldermen may also hold a closed meeting, with a closed vote and record for one or more of the reasons as authorized by Section 610.021(1), (2) and (3) Revised Statutes of Missouri, relating to legal issues, real estate and/or personnel, negotiation of a contract pursuant to Section 610.021(12) RSMO., proprietary information pursuant to Section 610.021(15), and/or information related to public safety and security measures pursuant to Section 610.021(18) and (19) RSMO.



Clayton Special Events FY21 & FY22

Presentation to the Mayor and Board of Aldermen
June 8, 2021

FY21 Event Overview

- Blues Home Opener Lunch – **Canceled**
- Shop Clayton - *Modified*
- Restaurant Week (Winter & Summer) – **Canceled**
- Cardinals Home Opener Lunch – **Canceled**
- Music & Wine Festival – **Canceled**
- Forth of July Celebration at Shaw Park Pool
- Youth Triathlon in Shaw Park – August 15
- Shakespeare Festival at Enterprise Holdings Pavilion – August 19
- Musical Nights at Oak Knoll Park - August 22
- Musical nights at Oak Knoll Park – September 26



FY21 Event Options

- **Clayton Jazz Festival**

- Saturday, Sept. 25th
- Partnering with the Silverman Brothers (jazz musicians)
- Musicians (*tentative*): Tracer, feat. Ptah Williams and Kim Fuller; The Steve Davis Superband, with vocalist Feyza Eren; Bach to the Future and Eric Marienthal; Futureman/Silverman, with Tracy Silverman and Futureman
- Food and beverage sold by local restaurants
- City Costs: \$10,750

- **Music & Wine Festival**

- Bands
- Entertainment: living champagne wall, street performers and dancers
- Wine sold by regional vendors; food sold by local restaurants
- City Costs: \$50,613



FY22 Event Calendar

- October 2021
 - 15 – Party in the Patch
 - TBD – Blues Home Opener Lunch
 - TBD - Breast Cancer Awareness BBQ
- November 2021
 - TBD Special Olympics Fun Run
- December 2021
 - No Events Scheduled

FY22 Event Calendar

- January 2022
 - TBD – Clayton Restaurant Week
 - TBD - Firehouse Movie Night
- February 2022
 - TBD - Firehouse Movie Night
- March 2022
 - TBD - Washington University Spring Break
 - TBD - Clayton School District Spring Break
 - TBD - Firehouse Movie Night

FY22 Event Calendar

- April 2022
 - TBD - Hanley House Herb Sale - *Tentative*
 - TBD – Cardinals Home Opener Lunch
- May 2022
 - 11 – Parties in the Park
 - TBD – Washington University Commencement
 - TBD - Veterans BBQ
- June 2022
 - TBD – Music and Wine Festival
 - 5 – Picnic in the Park
 - 8 – Parties in the Park
 - 26 – Musical Nights at Oak Knoll

FY22 Event Calendar

- July 2022
 - 4 – Aquatic Center Celebration
 - 13 – Parties in the Park
 - TBD – Clayton Restaurant Week
 - 24 – Musical Nights at Oak Knoll
- August 2022
 - 10 – Parties in the Park
 - 14 – Youth Triathlon in Shaw Park
 - 28 - Musical Nights at Oak Knoll
- September 2022
 - TBD – Saint Louis Art Fair
 - 14 – Parties in the Park
 - 25 – Musical Nights at Oak Knoll
 - TBD – Clayton Jazz Festival

Board of Aldermen Event Goals

- Retail & Restaurant Sales
- Pedestrian Traffic & Good Attendance
- Brand Building & Place Making
- Engaged Event Participants (*having fun*)
- Benefits Special Business District

Blues Home Opener Lunch

- Event Description
 - Celebration of St. Louis Blues Home Opener
 - Free lunch catered by local restaurants, music, giveaways, special appearances by mascot, photo booth
 - Location
 - Clayton City Hall
 - Date/Time
 - TBD
 - 11:30am – 1:30pm
-
- Total Budget
 - Expenses: \$7,000
 - Revenue: \$500
 - Net: \$6,500
 - Event Goals
 - Pedestrian Traffic & Good Attendance (500+)
 - Brand Building & Place Making
 - Engaged Event Participants (having fun)

Clayton Restaurant Week (Winter)

- Event Description
 - \$25/\$35 meals showcased at participating restaurants
 - Give back to charity
 - Incentive program for restaurants and/or servers who have the highest funds raised
 - Location
 - Local restaurants
 - Date/Time
 - TBD
-
- Total Budget
 - Expenses: \$15,600
 - Revenue: \$0
 - Net: \$15,600
 - Event Goals
 - Retail & Restaurant Sales
 - Pedestrian Traffic & Good Attendance (20,000+)
 - Benefits Special Business District
 - Engaged Event Participants (having fun)

Cardinals Home Opener Lunch

- Event Description
 - Celebration of St. Louis Cardinals Home Opener
 - Free lunch catered by local restaurant, music, giveaways, special appearances by mascot and former player, photobooth
 - Location
 - TBD
 - Date/Time
 - TBD
 - 11:30am – 1:30pm
-
- Total Budget
 - Expenses: \$7,000
 - Revenue: \$500
 - Net: \$6,500
 - Event Goals
 - Pedestrian Traffic & Good Attendance (500+)
 - Brand Building & Place Making
 - Engaged Event Participants (having fun)

Music & Wine Festival

- Event Description
 - Elegant evening including live music, wine, activities and surrounding in-store specials
 - Food sold by restaurants in Carondelet Plaza
 - Location
 - Carondelet Plaza
 - Date/Time
 - TBD
-
- Total Budget
 - Expenses: \$53,263
 - Revenue: \$5,000
 - Net: \$48,263
 - Event Goals
 - Retail & Restaurant Sales
 - Pedestrian Traffic & Good Attendance (2500+)
 - Brand Building & Place Making
 - Engaged Event Participants
 - Benefits Special Business District

Clayton Jazz Festival

- Event Description
 - Jazz street festival produced by Mike Silverman and his team
 - Local jazz musicians to perform throughout afternoon and evening
 - Local restaurants to vend food and beverage
 - Location
 - Downtown Clayton
 - Date/Time
 - TBD
-
- Total Budget
 - Expenses: \$10,750
 - Revenue: \$0
 - Net: \$10,750
 - Event Goals
 - Retail & Restaurant Sales
 - Pedestrian Traffic & Good Attendance (1,500+)
 - Brand Building & Place Making
 - Engaged Event Participants
 - Benefits Special Business District

Clayton Restaurant Week (Summer)

- Event Description
 - \$25/\$35 meals showcased at participating restaurants
 - Give back to charity
 - Incentive program for restaurants and/or servers who have the highest funds raised
 - Location
 - Local restaurants
 - Date/Time
 - TBD
-
- Total Budget
 - Expenses: \$15,600
 - Revenue: \$0
 - Net: \$15,600
 - Event Goals
 - Retail & Restaurant Sales
 - Pedestrian Traffic & Good Attendance (20,000+)
 - Benefits Special Business District
 - Engaged Event Participants (having fun)

Special Occasion Events

- Event Description
 - Events based off current sports events
 - Pep rally or watch party for local sports team
 - Stanley Cup, World Series or any Play-Off related event
 - Local events OT
- Total Budget
 - Expenses: \$10,000
 - Revenue: \$0
 - Net: \$10,000
- Event Goals
 - Pedestrian Traffic & Good Attendance (500+)
 - Brand Building & Place Making
 - Engaged Event Participants (having fun)

Event Budget

Cost

Event	FY21 Budget	FY22 Proposed	Difference
Blues Home Opener Lunch	\$7,000	\$7,000	\$0
Shop Clayton	\$10,000	\$0	-\$10,000
Clayton Restaurant Week (Winter & Summer)	\$31,200	\$31,200	\$0
Cardinals Home Opener Lunch	\$7,000	\$7,000	\$0
Music & Wine Festival (event & OT)	\$50,729	\$50,613	-\$116
Clayton Jazz Festival (event & OT)	\$10,750	\$10,750	\$0
Parties in the Park (sponsorship)	\$5,000	\$5,000	\$0
Art Fair (sponsorship)	\$15,000	\$15,000	\$0
Art Fair (meals)	\$2,500	\$2,500	\$0
Art Fair (OT)	\$49,122	\$53,263	+\$4,141
Special Occasion Events	\$6,500	\$10,000	+\$3,500
Weekend Event Staff Time	\$5,388	\$10,291	\$4,903
Equipment	\$4,134	\$4,134	\$0
Total	\$204,323	\$206,751	\$2,428

Questions

&

Action
Items

Questions?

Action Items:

- 1. Include Clayton Jazz Festival in FY21?**
- 2. Proceed with FY22 Event Plan?**
- 3. Investigate Symphony Event For FY 22?**

THE CITY OF CLAYTON

Board of Aldermen
Virtual Zoom Meeting
May 25, 2021
7:00 p.m.

Minutes

NOTE: In accord with the provisions of Section 610.015, RSMo., and multiple declarations of emergency at every level of government, and the prohibition on gatherings of 10 or more persons due to the Coronavirus pandemic, normal requirements for voting in the Board meeting were suspended. Accordingly, votes were taken as if all Board members were physically present and in attendance at the meeting.

Mayor Harris called the meeting to order and requested a roll call. The following individuals were in attendance:

Aldermen: Rich Lintz, Bridget McAndrew, Susan Buse, and Becky Patel.

Mayor Harris
City Manager Gipson
City Attorney O'Keefe

Absent: Ira Berkowitz

Motion made by Alderman Lintz to approve the May 11, 2021 minutes. Alderman McAndrew seconded.

Motion to approve the minutes passed unanimously on a voice vote.

PUBLIC REQUESTS AND PETITIONS

Kathleen Gund requested to see the data on the financial planning as it was discussed during the May 18, 2021 Board meeting and also the information discussed at the May 21, 2021 meeting.

Mayor Harris noted that staff is working on educational materials which will be available on the City's webpage and social media.

City Manager Gipson stated that the City Clerk would provide the meeting recordings to Ms. Gund.

RECOGNITIONS AND AWARDS

Mayor Harris welcomed the Mayor's Youth Advisory Council (MYAC). The MYAC gave a video presentation on their group project and displayed a time capsule (with significant items stored inside) to be opened in the year 2071.

Mayor Harris presented the students with certificates of participation and gave special recognition to Shane LaGesse for his outstanding participation.

DISCUSSION ON THE MUNICIPAL JUDGE/PROSECUTOR SELECTION PROCESS

City Manager Gipson reported that this is a continuation of the discussion by the Board at the May 21 meeting. A draft copy of the proposed Request for Qualifications was sent to the Board prior to tonight's meeting. Upon consensus from the Board the city clerk will submit the RFQ for publication in the Missouri Lawyer's Media tomorrow to run on Friday, May 28. The deadline to receive applications is June 11 at 3:00 p.m. Discussion tonight is in regard to the selection process and panel review.

Alderman Patel recommended re-wording #4 on the RFQ to, *"Information on previous and current related experience and services provided, including municipal experience and application of the recommendations of the Missouri Supreme Court Commission on Racial and Ethnic Fairness standards."*

Alderman Buse suggested to include profiles of types of cases historically handled; some brief demographic information on those who have historically been summoned to appear – percentages of residents versus non-residents.

City Manager Gipson stated that the court does not keep demographic information and referenced data that was done 2.5 years ago that showed that 9% of court cases were Clayton residents; 91% were non-residents.

City Attorney O'Keefe pointed out that adding that information would suggest that the court officers treat residents and non-residents differently, therefore why is it relevant where a person lives.

Mayor Harris suggested to add information regarding community service.

Alderman Buse suggested to request information with regard to if they *"have been involved in any litigation in the last five years in which the City..."*

Mayor Harris inquired as to the conflict-of-interest statement.

The Board suggested to change the language (second page, third paragraph) to read, *"The position shall be awarded to the applicant determined to be best qualified to fulfill the responsibilities of the position while upholding the City's stated mission, ..."*

City Attorney O'Keefe clarified, relative to conflicts of interest, that MO Statute Section 479.020, 9 - *No municipal judge shall serve as a municipal judge in more than five municipalities at one time. A court that serves more than one municipality shall be treated as a single municipality for the purposes of this subsection.*

City Manager Gipson noted that the changes will also be included in the RFQ for the prosecutor.

City Manager Gipson requested feedback regarding the selection process adding that the city attorney would be involved in the selection of the prosecuting attorney as required by the City Charter.

Alderman Buse proposed suggestions, not recommendations offered from the CEC:
Panel to select judge

- 3-5 people; 2 residents (attorney or legally qualified); alderman or mayor; someone experienced with municipal court defense; and/or a representative of ArchCity Defenders.

In response to Alderman Lintz' question, City Manager Gipson said that the term ends June 30, but it will hold over until a new judge is selected.

Alderman McAndrew commented that it is great to have a lot of voices, but it may be difficult to get that many together due to busy schedules. She agrees to have a resident and possibly a representative from ArchCity Defenders.

City Manager Gipson explained that the last time during the selection of a judge it was the mayor and two attorneys that made up the panel.

Alderman Patel agreed with including someone from ArchCity Defenders.

Alderman Lintz is concerned with having the process get "bogged" down with too many people involved; there are currently members on the City's boards and commissions (i.e. CEC) that are attorneys and definitely qualified. The panel review would make a recommendation to the Board who will then have the final decision.

The Board was in consensus with the agreed upon changes and to have the RFQ published.

ORDINANCE TO CONSIDER APPROVING A STREET NAME CHANGE FOR ANDERSON PARK

City Manager Gipson reported that this ordinance is intended to change the name of Haddington Court, located in Anderson Park, to Anderson Court. While originally a street for the neighborhood, it now serves as a park road within the confines of the park itself. As such, no homes or businesses will be impacted by this change. This change will not only allow the city to better identify the site but also remove confusion created by the previous street name.

Patty DeForrest, Director of Parks, was in attendance to answer questions.

Mayor Harris proposed to change the name to Anderson Park Court.

Alderman Linz introduced Bill No. 6840, to approve a street name change from Haddington Court to Anderson Park Court to be read for the first time by title only. Alderman McAndrew seconded.

City Attorney reads Bill No. 6840, first reading, an Ordinance Providing for Haddington Court to be Changed to Anderson Park Court and Related Actions Thereto in the City of Clayton, Missouri for the first time by title only.

The motion passed unanimously on a voice vote.

Motion made by Alderman Lintz that the Board give unanimous consent to consideration for adoption of Bill No. 6840 on the day of its introduction. Alderman McAndrew seconded.

The motion passed unanimously on a voice vote.

Alderman Linz introduced Bill No. 6840, to approve a street name change from Haddington Court to Anderson Park Court to be read for the second time by title only. Alderman McAndrew seconded.

City Attorney reads Bill No. 6840, first reading, an Ordinance Providing for Haddington Court to be Changed to Anderson Park Court and Related Actions Thereto in the City of Clayton, Missouri for the second time by title only.

The motion passed on a roll call vote: Alderman Lintz – Aye; Alderman McAndrew – Aye; Alderman Buse – Aye; Alderman Patel – Aye; and Mayor Harris – Aye. The bill, having received majority approval was adopted and became Ordinance No. 6700 of the City of Clayton.

Other

Alderman McAndrew reported on the following:

- CCF Board of Director – Charlie Brennan, online Zoom “CCF At Home;” discussed Markland Park fundraising
- CRSWC – discussed a mask mandate

Alderman Buse reported on the following:

- Sustainability Committee – Linda Goldstein stepping down as chairman

Alderman Patel reported on the following:

- Met with citizens regarding the mural on DeMun
- Met with Dr. Eggers of Concordia Seminary

Mayor Harris reported on the following:

- Stewart Glenn retirement party at Shaw Park
- Commemorative Landscape Committee meets tomorrow
- Municipal League of St. Louis County annual meeting to be held on Thursday
- Chalk Fest (Hanley Road underpass) will be held this weekend

There being no further business the meeting adjourned at 8:58 p.m.

Mayor

ATTEST:

City Clerk



City Manager
10 N. Bemiston Avenue
Clayton, MO 63105

REQUEST FOR BOARD ACTION

TO: MAYOR HARRIS; BOARD OF ALDERMEN

FROM: DAVID GIPSON, CITY MANAGER
SUSAN M. ISTENES, AICP, DIRECTOR, PLANNING & DEV. SERVICES

DATE: JUNE 8, 2021

SUBJECT: PUBLIC HEARING & ORDINANCE - A SUBDIVISION PLAT (LOT CONSOLIDATION) 8027 FORSYTH BOULEVARD

This is a public hearing and subsequent ordinance to consider approving a subdivision plat for the consolidation of Lots 1, 2, 3, 4, 5, 8, 9, 10 and portions of Lots 6 & 7 of Block 4 of the City of Clayton to create two (2) lots. All lots have a zoning designation of PUD, Planned Unit Development District.

The subject property is located on the north side of Forsyth Boulevard between North Brentwood Boulevard and North Meramec Avenue. The property is currently under development with a mixed-use commercial and office project, comprised of two towers with a parking garage between them

The proposed plat will consolidate the existing lots into two lots to allow for the development of the mixed-use project. The consolidated lots will measure 57,967 square feet and 31,305 square feet. Development and design of the mixed-use towers have been previously approved. There is an existing 20-foot-wide alley on the property which the City will initiate vacation of through an ordinance in the near future.

The Plan Commission considered this request at its May 17, 2021, meeting and voted 6 – 0 to recommend approval with the following conditions:

1. That the applicant provides a mylar for the appropriate City of Clayton signatures per the Subdivision Ordinance requirements after Board of Aldermen approval.
2. That the applicant files the plat with the St. Louis County Recorder of Deeds office and submit proof of filing to the City within 30 days of Board of Aldermen approval.

The newly created lot meets all zoning requirements for the PUD Planned Unit Development District.

STAFF RECOMMENDATION: To approve with conditions set forth in the ordinance for adoption.

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE APPROVAL OF A PLAT TO CONSOLIDATE CERTAIN PROPERTY LOCATED ON FORSYTH BOULEVARD AND MERAMEC AVENUE IN THE CITY OF CLAYTON, MISSOURI.

WHEREAS, there presently exists in the City of Clayton several lots addressed 8001, 8015, 8019, 8023, and 8027 Forsyth Boulevard and 15 North Meramec Avenue, more particularly described as follows:

LOTS 1, 2, 3, 4, 5, 8, 9, 10 AND PARTS OF LOTS 6 AND 7 OF BLOCK 4 OF THE CITY OF CLAYTON, AS RECORDED IN PLAT BOOK 1, PAGE 7, LOCATED IN US SURVEY 1918, TOWNSHIP 45 NORTH, RANGE 6 EAST.

WHEREAS, the owner of said property desires to consolidate said lots into two (2) lots, in accordance with the City of Clayton Subdivision Ordinance, and has submitted the plat of said property to the Board of Aldermen of the City of Clayton for approval, which plat is attached hereto, marked "Exhibit A", and made part of this Ordinance.

WHEREAS, the City Plan Commission has considered the plat and recommended approval. NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF CLAYTON, MISSOURI, AS FOLLOWS:

Section 1. The consolidation of the above described property, addressed 8027 Forsyth Boulevard, in accordance with the plat attached hereto and marked "Exhibit A" and made part of this ordinance is hereby approved and the plat is authorized to be filed in the office of the Recorder of Deeds.

Section 2. The City Clerk of the City of Clayton is authorized and directed on behalf of the City to sign the original plat of consolidation of the subject property.

Section 3. The owner (applicant) must submit to the City Clerk proof of filing showing the book and page from the St. Louis County Recorder of Deeds Office within 30 days of the approval of said plat by the Clayton Board of Aldermen.

Section 4. The owner (applicant) must provide a mylar for the appropriate City of Clayton signatures per the Subdivision Ordinance requirements after Board of Aldermen approval.

Section 5. This Ordinance shall be in full force and effect from and after its passage by the Board of Aldermen.

Passed this 8th day of June 2021

Mayor

ATTEST:

City Clerk



City Manager
10 N. Bemiston Avenue
Clayton, MO 63105

REQUEST FOR BOARD ACTION

TO: MAYOR HARRIS; BOARD OF ALDERMEN

FROM: DAVID GIPSON, CITY MANAGER
SUSAN M. ISTENES, AICP, DIRECTOR OF PLANNING & DEV. SERVICES

DATE: JUNE 8, 2021

SUBJECT: PUBLIC HEARING & RESOLUTION - A CONDITIONAL USE PERMIT FOR A SECOND UNIT - 12 HILLVALE DRIVE

This is a public hearing and subsequent resolution to consider granting a conditional use permit to Lizette Alvarez and Theodore Povinelli, owners of 12 Hillvale Drive, to allow for the construction of a 712 square foot detached second living unit. The property has a zoning designation of R-2 Single-Family Dwelling District. This application was considered by the Board of Aldermen on December 8, 2020, and was tabled until the time the Plan Commission could review and approve the Architectural Plans for the proposed carriage house. The Plan Commission/Architectural Review Board will consider the Architectural Plans and Site Plan for the project on June 7, 2021. Staff will update the Board on the outcome of that meeting.

A second unit (carriage house/granny unit) is a type of accessory structure, either attached or detached, which provides complete, independent living facilities for one or more persons including permanent provisions for living, sleeping, eating, cooking, and sanitation and is located on the same site as the principal residence.

Second units are permitted subject to the approval of a conditional use permit as per Article VII of Chapter 405, Land Use, and the following criteria contained in Section 405.330 of the City's Zoning Regulations:

1. Second (2nd) units are only permitted in the "R-1" and "R-2" Large Lot Single-Family Residential Dwelling Districts, respectively.
2. If a second (2nd) unit is to be occupied permanently, then the occupants must be related to the residents of the principal residence. The second (2nd) unit occupants must be related by blood, marriage or adoption or be employed by the principal residence and do work on the grounds.
3. A second (2nd) unit may not be rented, sold, transferred or assigned separately from the principal residence. The owner shall record a deed restriction to this effect as part of the conditional use permit process required for such second (2nd) unit.
4. Maximum living area for a second (2nd) unit in the "R-1" Large Lot Single-Family Dwelling District is two thousand (2,000) square feet, and in the "R-2" Single-Family Dwelling District is one thousand (1,000) square feet.
5. An accessory structure containing a second (2nd) unit may not exceed twenty (20) feet in height or occupy more than thirty-five percent (35%) of the area of a required rear yard, but no

- accessory structure shall be closer than ten (10) feet to the principal building nor closer than five (5) feet from any side or rear property line.
6. An accessory building that is not part of the principal structure shall be located not less than sixty (60) feet from the front property line.
 7. Required parking facilities (i.e., garage) may not be demolished or converted in order to construct a second (2nd) unit, unless the required parking space(s) are replaced concomitantly on the site.
 8. Each second (2nd) unit shall be provided with one (1) additional parking space in addition to the parking required for the principal residence.
 9. The second (2nd) unit shall conform to the color, material, architectural style and detailing of the principal residence and shall meet all other applicable Building Code requirements, zoning regulations, developments standards and guidelines.
 10. A landscape plan which provides for adequate screening of the second (2nd) unit from neighboring properties as determined by the landscape architect on contract with the City of Clayton.
 11. Any waiver from the above-stated criteria will require approval of a variance from the Board of Adjustment.

The Plan Commission considered the request for a conditional use permit at its November 16, 2020, meeting and voted 7 – 0 to recommend approval subject to the stipulations contained in Article II, Section 405.330, and two additional conditions:

1. The applicant records a deed restriction pursuant to item 3 and submit proof of the required deed restriction to City prior to the issuance of a Building Permit.
2. The applicant shall submit a detailed landscape plan at the time of a Site Plan/Architectural Review submittal that shows adequate screening and buffering of the new garage/second unit from neighboring properties.

Recommendation: To conduct a public hearing and consider approving the resolution granting a conditional use permit for a 712 square foot detached second living unit to Lizette Alvarez and Theodore Povinelli.

RESOLUTION NO. 2021-09

WHEREAS, the Board of Aldermen received an application dated November 2, 2020, from Taylor Hutson, architect, for Lizette Alvarez and Theodore Povinelli, owners, requesting a conditional use permit for the use of a second unit/carriage house at 12 Hillvale Drive.

WHEREAS, the City Plan Commission considered the request at its November 16, 2020, meeting and voted to recommend approval to the Board of Aldermen; and

WHEREAS, on December 8, 2021 and June 8, 2021, after due notice as required by law, the Board of Aldermen held a public hearing regarding the application and issuance of the conditional use permit at which all were afforded an opportunity to be heard.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF CLAYTON, MISSOURI, AS FOLLOWS:

Section 1. Pursuant to the authority of Chapter 405 (Zoning Regulations), Article II, Section 405.330 (Second Units – Carriage Houses/Granny Units) and Article XII, Section 405.1950 (Permitted Uses in the R-2 Zoning District) of the Code of Ordinances of the City of Clayton, and subject to the conditions set forth in Section 2, below, the issuance of a conditional use permit to Lizette Alvarez and Theodore Povinelli for the use of a 712 square foot detached second unit is hereby authorized for the property addressed as 12 Hillvale Drive and more particularly described as follows:

LOT 13, BLOCK 12 LOCATED IN THE CLAVERACH PARK SUBDIVISION IN
THE CITY OF CLAYTON, MISSOURI

Section 2. The issuance of this conditional use permit and the operation and maintenance of the facilities provided for by this Resolution shall be subject to the following stipulations and conditions:

1. That the permit shall be granted to Lizette Alvarez and Theodore Povinelli (the "Permittees") and shall not be transferred or assigned without the prior written approval of the Board of Aldermen of the City of Clayton.
2. That the property shall be improved, maintained, and operated substantially in accordance with an application dated November 2, 2020, and with the plans and specification filed with and approved by the City of Clayton.
3. That the second unit occupants must be related by blood, marriage or adoption to at least one Permittee or be employed by Permittees and work on the subject property. Any change in occupancy be approved by the City of Clayton, in writing, in advance.
4. That the second unit is not rented or sold, transferred or assigned separately from the principle unit and a deed restriction, in a form approved by the Clayton city attorney, is recorded to that effect.
5. That, prior to the issuance of a Building Permit, the Permittees submit proof to the City of Clayton Planning Department that the required deed restriction was filed with St. Louis County within forty-five (45) days of approval of this Resolution.,.
6. That no additions to the unit be made or sought which would exceed the approved square footage without prior written approval of the City.
7. That all requirements and conditions specified in, Section 405.330 of the Zoning Ordinance be always adhered to.
8. The Permittees shall submit a detailed landscape plan at the time of Site Plan/Architectural Review Board submittal that shows adequate screening and buffering of the new garage/second unit from neighboring properties.

9. That the Permittees shall, within thirty (30) days of the adoption of this Resolution, notify the City Clerk of the City of Clayton in writing that the conditional use permit provided for in this Resolution is accepted and that the conditions set forth herein are understood and will be complied with.
10. That Permittees' failure to comply with any of the conditions provided for in this Resolution may cause immediate termination of the permit provided for by this Resolution.

Section 3. The City Manager of the City of Clayton is hereby authorized and directed to issue a conditional use permit in accordance with the provisions of this Resolution. Said permit shall contain all the conditions and stipulations set out in Section 2 of this Resolution.

Adopted this 8th day of June 2021.

Mayor

ATTEST:

City Clerk



City Manager
10 N. Bemiston Avenue
Clayton, MO 63105

REQUEST FOR BOARD ACTION

TO: MAYOR HARRIS; BOARD OF ALDERMEN
FROM: DAVID GIPSON, CITY MANAGER
GARY CARTER, DIRECTOR OF ECONOMIC DEVELOPMENT
DATE: JUNE 8, 2021
SUBJECT: ORDINANCE - VACATING A PORTION OF A PUBLIC ALLEY

Within the block bounded by Brentwood Boulevard (on the west), Meramec Avenue (on the east), Forsyth Boulevard (on the south) and Maryland Avenue (on the north), there are two public alleys.

One alley runs east to west from Meramec Avenue to Brentwood Boulevard. The second alley runs north to south from Maryland Avenue to Forsyth Boulevard.

The Forsyth Pointe development has been proposed for this block and, as a result, numerous parcels will be consolidated subject to approval of a Consolidation Plat by the City.

Given this project, a portion of the north-south alley will no longer be necessary.

Staff is recommending that the southern portion of the north-south alley be vacated. This portion lies between Forsyth Boulevard and the east-west alley and is shown as shaded on the attached Exhibit 1.

It should be noted that City staff is recommending that the east-west alley be widened by four-feet and the developer has agreed to dedicate an additional four feet to accomplish that. With that in mind, the attached vacation ordinance would reserve the northern four-feet of the vacated alley so that the east-west alley may be widened.

Recommendation: To approve the ordinance.

AN ORDINANCE VACATING A CERTAIN ALLEY RIGHT-OF-WAY WHICH WAS PREVIOUSLY DEDICATED TO THE CITY OF CLAYTON AND IS NOT NECESSARY FOR RIGHT-OF-WAY OR FOR TRAVEL BY THE PUBLIC

Whereas, the block bounded by Maryland on the north, Forsyth Blvd. on the south, Brentwood Blvd. on the west and Meramec Ave. on the east, was previously platted; and

Whereas, within that platted block, an east-west alley and a north-south alley were previously dedicated to the City of Clayton as public right-of-way; and

Whereas, several parcels within the platted block have been consolidated for the development; and

Whereas, the development will encompass a portion of the north-south alley from Forsyth Blvd. northward to the east-west alley (hereinafter "Alley to be Vacated"); the Alley to be Vacated is shown as shaded on the plat attached hereto as Exhibit 1; and

Whereas, given the development, the Alley to be Vacated is no longer necessary for right-of-way or for travel by the public; and

Whereas, upon vacation, the property will revert back to adjoining owners by law.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF CLAYTON, MISSOURI, AS FOLLOWS:

SECTION ONE. The Board of Aldermen hereby vacates the following strip of land:

The portion of the north-south alley between Forsyth Blvd. and the east-west alley within the block bounded by Maryland (on the north), Forsyth Blvd. (on the south), Brentwood Blvd. (on the west) and Meramec Avenue (on the east) which block is shown on the plat recorded in Plat Book 1, Page 7 (now 11) of the St. Louis County Records.

Provided that the northern four (4) feet of such north-south alley is not subject to vacation and is hereby reserved as public right-of-way so that the width of the east-west alley may be expanded.

The Alley to be Vacated is shown as shaded on the plat attached hereto as Exhibit 1.

SECTION TWO. The Board of Aldermen hereby authorizes this Ordinance to be recorded with the St. Louis County Recorder of Deeds as evidence of such vacation. In the event that the

Recorder of Deeds will not accept such Ordinance, alone, the City Manager is hereby authorized to execute an appropriate Deed of Vacation in order to effectuate the purposes of this Ordinance.

SECTION THREE. The right-of-way herein vacated shall revert to those adjoining property owners as prescribed by law and all maintenance responsibilities of the property formerly subject to said right-of-way shall now be the obligations and/or rights of those adjoining owners to whom the property reverts.

SECTION FOUR. This ordinance shall be in full force and effect both from and after its passage by the Board of Aldermen.

Passed by the Board of Aldermen this 8th day of June 2021.

Mayor

Attest:

City Clerk

[illegible]

1. **Identify the independent and dependent variables.**
 Independent variable: **Time of day** (Morning, Afternoon, Evening)
 Dependent variable: **Number of people**

2. **Formulate the null hypothesis (H0) and the alternative hypothesis (H1).**
 H0: **The number of people is the same across all times of day.**
 H1: **The number of people is higher in the morning than in the afternoon and evening.**

3. **Choose a significance level (alpha).**
 Alpha = **0.05**

4. **Calculate the test statistic.**
 Use a **chi-square test** to compare the observed frequencies (number of people) with the expected frequencies (if H0 is true).

5. **Determine the critical value.**
 Find the critical value for a chi-square test with **2 degrees of freedom** (since there are 3 categories of time of day) and a significance level of **0.05**.

6. **Compare the test statistic to the critical value.**
 If the test statistic is **greater than** the critical value, reject H0.

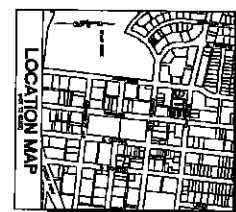
7. **Interpret the results.**
 If H0 is rejected, conclude that the number of people is **significantly higher** in the morning than in the afternoon and evening.

A brief list of briefs being part of Judge T. Arthur W. Clark, a of the Town (now City) of Champaign, in the following cases: 1. *Clark v. Clark*, 1917, 1918, 1919, 1920, 1921, 1922, 1923, 1924, 1925, 1926, 1927, 1928, 1929, 1930, 1931, 1932, 1933, 1934, 1935, 1936, 1937, 1938, 1939, 1940, 1941, 1942, 1943, 1944, 1945, 1946, 1947, 1948, 1949, 1950, 1951, 1952, 1953, 1954, 1955, 1956, 1957, 1958, 1959, 1960, 1961, 1962, 1963, 1964, 1965, 1966, 1967, 1968, 1969, 1970, 1971, 1972, 1973, 1974, 1975, 1976, 1977, 1978, 1979, 1980, 1981, 1982, 1983, 1984, 1985, 1986, 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 259

DISCUSSION—As discussed, a recent study has shown that 1 out of 100 people in the United States are infected with the *H. pylori* bacterium. The prevalence of this bacterium is higher in certain ethnic groups, such as Hispanics, and in certain geographical areas, such as the South. However, the prevalence of this bacterium is lower in certain ethnic groups, such as Caucasians, and in certain geographical areas, such as the North. The prevalence of this bacterium is also higher in certain age groups, such as the elderly, and in certain social classes, such as the lower class. The prevalence of this bacterium is also higher in certain occupations, such as the military, and in certain environments, such as the hospital. The prevalence of this bacterium is also higher in certain countries, such as the United States, and in certain regions, such as the South. The prevalence of this bacterium is also higher in certain cities, such as New York, and in certain neighborhoods, such as the inner city. The prevalence of this bacterium is also higher in certain families, such as the large family, and in certain cultures, such as the Hispanic culture. The prevalence of this bacterium is also higher in certain religions, such as the Catholic religion, and in certain ethnicities, such as the Hispanic ethnicity. The prevalence of this bacterium is also higher in certain genders, such as the male gender, and in certain ages, such as the young age. The prevalence of this bacterium is also higher in certain seasons, such as the summer season, and in certain months, such as the month of June. The prevalence of this bacterium is also higher in certain years, such as the year 2000, and in certain decades, such as the 1990s. The prevalence of this bacterium is also higher in certain countries, such as the United States, and in certain regions, such as the South. The prevalence of this bacterium is also higher in certain cities, such as New York, and in certain neighborhoods, such as the inner city. The prevalence of this bacterium is also higher in certain families, such as the large family, and in certain cultures, such as the Hispanic culture. The prevalence of this bacterium is also higher in certain religions, such as the Catholic religion, and in certain ethnicities, such as the Hispanic ethnicity. The prevalence of this bacterium is also higher in certain genders, such as the male gender, and in certain ages, such as the young age. The prevalence of this bacterium is also higher in certain seasons, such as the summer season, and in certain months, such as the month of June. The prevalence of this bacterium is also higher in certain years, such as the year 2000, and in certain decades, such as the 1990s.

[illegible]

A SUBDIVISION OF LOTS 1, 2, 3, 4, 5, PART OF LOT 6 AND PART OF A 20 FEET WIDE ALLEY OF BLOCK 4 OF THE TOWN (NOW CITY) OF CLATON, AS RECORDED IN PLAT BOOK 1, PAGE 7, LOCATED IN US SURVEY 798, TOWNSHIP 4 NORTH RANGE 8 EAST CITY OF CLATON, 97, LOUIS COUNTY, MISSOURI



The undersigned assigns to the bank of third parties and further described in the "Assigning Securities" section, some interest in the name to be assigned and sold to the bank of the major clients on this platform, which subscription shall be registered by Market SE.

[illegible][illegible]

STOCK & ASSOCIATES
287 Chestersfield Business Parkway
St. Louis, MO 63005 PH: (314) 530-5100 FAX: (314) 530-5101
e-mail: general@stockandassociates.com



City Manager
10 N. Bemiston Avenue
Clayton, MO 63105

REQUEST FOR BOARD ACTION

TO: MAYOR HARRIS; BOARD OF ALDERMEN
FROM: DAVID GIPSON, CITY MANAGER
JANET K. WATSON, DIRECTOR OF FINANCE & ADMINISTRATION
DATE: JUNE 8, 2021
SUBJECT: ORDINANCE - AMENDING AND RESTATING THE NON-UNIFORMED
EMPLOYEE'S RETIREMENT PLAN AND TRUST

In late 2020, the City became aware of an issue in the Non-Uniformed pension plan. The plan did not provide a spousal monthly benefit when an employee dies while still employed unless that employee had reached normal or early retirement eligibility. This situation had not occurred in staff recollection and the inclusion of this spousal benefit is common in most plans and is a benefit provided to employees in the uniformed pension plan. After discussion of the issue, the Board directed staff to prepare an amendment to the plan to incorporate a change for that benefit. Staff worked with the City pension attorney, Danna Delano with the Wagner Group, to draft this change. Staff also determined that the plan had not undergone a full review for legal and tax changes in many years and asked Ms. Delano to review the full plan for that purpose. The result of that review is a new restatement of the plan which is attached for your review and approval.

Though municipalities are not required by law to maintain pension plans that are "qualified" under applicable Internal Revenue and other federal laws, including ERISA guidelines, the City has maintained plans that are "qualified" in order to enhance the interests of its employees who are plan participants.

The attached ordinance amends the Non-Uniformed Employees' Retirement Plan and Trust and also provides a full restatement of the plan to incorporate all prior plan amendments since the last restatement date in 2002.

Below are the changes to the plan incorporated in this restatement:

- Incorporate all amendments adopted by the Board of Aldermen since 2002.
- Amend the plan to provide for an in-service death benefit for survivors of participants with at least 5 years of credited service who have not reached his/her Normal Retirement Date. The death benefit is equal to 50% of the Participant's normal Retirement Benefit calculated using the employee's average compensation and credited service as of the date of death. (Section 21)
- Update actuarial assumptions to reflect current practices. (Section 2.2)

- Provide for updates to required minimum distribution rules effective January 1, 2021.
- Provide non-substantive updates to fiduciary best practices such as section number and reference corrections, statutory language corrections, statutory cite corrections, typos, clarifications, etc.

These changes do not negatively affect the benefits of any present or past plan members.

Recommended Actions: To approve the attached ordinance amending and restating the Non-Uniformed Employees' Retirement Plan and Trust.

BILL NO. 6843

ORDINANCE NO. _____

AN ORDINANCE APPROVING A RESTATEMENT OF THE NON-UNIFORMED EMPLOYEES' PENSION PLAN FOR THE CITY OF CLAYTON, MISSOURI

WHEREAS, the Laws of the State of Missouri and the Charter and Section 125.070 of the Code of Ordinances of the City of Clayton authorize the Board of Aldermen to establish and, from time to time, amend and revise the programs to provide pensions for non-uniformed employees of the City; and

WHEREAS, the Board of Aldermen desires to maintain the Non-Uniformed Employees' Pension Plan ("Plan") as a "qualified" plan under the Internal Revenue Code of 1986, as it has been and may be amended; and

WHEREAS, it is in the best interest of the City and its employees for the Board of Aldermen to amend and totally restate the Plan in order to incorporate certain changes to the Plan to facilitate its administration and as required by the Internal Revenue Code in order for the Plan to be maintained as a qualified plan; and

WHEREAS, the Board also desires to add a plan benefit that provides for a spousal benefit for a plan participant who dies while still employed with at least five (5) years of credited service and prior to his or her normal or early retirement date;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF CLAYTON, MISSOURI, AS FOLLOWS:

Section 1. The Board of Aldermen hereby approves and adopts *The City of Clayton Non-Uniformed Employees' Retirement Plan and Trust Total Restatement* dated June, 2021, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference, as a continuation of and not a replacement for the Non-Uniformed Employees' Pension Plan previously in force. The Board of Aldermen authorizes and directs the City Manager, the Non-Uniformed Employees' Pension Plan Board of Trustees, the Plan Administrator and other duly authorized officials responsible for administration of such Plan; to take such actions as may be necessary and appropriate to carry into effect the changes authorized hereby as required by law.

Section 2. The Ordinance shall be in full force and effect both from and after its passage by the Board of Aldermen:

Passed this 8th day of June 2021.

Mayor

ATTEST:

City Clerk



**The City of Clayton
Non-Uniformed Employees' Retirement Plan and Trust**

**Total Restatement
June ____, 2021**

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The City of Clayton Non-Uniformed Employees' Retirement Plan and Trust

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TOTAL RESTATEMENT OF
THE CITY OF CLAYTON
NON-UNIFORMED EMPLOYEES'
RETIREMENT PLAN AND TRUST

THIS TOTAL RESTATEMENT of a similar retirement plan and trust originally adopted effective July 1, 1969, and last restated on June 25, 2002, effective July 1, 1997, is hereby adopted in the State of Missouri on this ____ day of June, 2021, retroactive to July 1, 2020 by the CITY OF CLAYTON, MISSOURI, a municipality organized under the laws of the State of Missouri.

1. Introduction.

1.1. Purpose

The purpose of the City of Clayton Non-Uniformed Employees Retirement Plan is to provide Retirement Income Benefits to assist eligible Employees in attaining Retirement security. The Plan and Trust established hereby are intended to qualify under sections 401(a) and 501(a), respectively, of the Internal Revenue Code of 1986, as amended, and all other applicable laws as are applicable to a local government Plan as defined in section 414(d) of the Code. Further, this restatement of the Plan is adopted to reflect all amendments with remedial amendment periods ending on or before the Plan Year beginning in 2021 required to remain qualified under sections 401(a) and 501(a), respectively, of the Internal Revenue Code of 1986, as amended, and all other applicable laws as are applicable to a local government Plan as defined in section 414(d) of the Code. Except as otherwise provided, this amendment shall be effective as of the first day of the first Plan Year beginning on July 1, 2020. This restatement shall supersede the provisions of this Plan to the extent those provisions are inconsistent with the provisions of this restatement.

1.2. Effective Date.

The original effective date of this Plan is July 1, 1969, as restated on June 25, 2002, effective July 1, 1997. The Effective Date of the restatement of this Plan is July 1, 2020 or such date as may be specified herein with respect to certain portions hereof.

2. Definitions.

As used in this Section, the following words and terms shall have the meaning ascribed thereto:

2.1. Accumulated Contributions: When used with respect to an individual Participant as of any specified date, the sum of all unrefunded contributions made by the Participant under the Plan, plus interest on such contributions from the end of the Plan Year in which they were made to the last day of the calendar month next preceding or coinciding with the specified date. The rate of interest to be credited shall be four per cent (4%) per annum.

2.2. Actuarial Equivalent: Actuarial Equivalent means equality in the value of the aggregate

amount expected to be received under different forms of payment.

On and after July 1, 2021, the amount of each payment which is made on behalf of a Participant in an optional or alternative form, i.e. a form other than the normal form of Retirement Benefit for a single Participant which is a monthly pension payable for the lifetime of the Participant, shall be based upon 7 percent (7%) interest and a mortality table consisting of a blend of 50 percent (50%) of the amount weighted Pub-2010 General Employees Male Table projected to the year 2025 using mortality improvement scale MP-2020 and 50 percent (50%) of the amount weighted Pub-2010 General Employees Female Table projected to the year 2025 using mortality improvement scale MP-2020.

On and after January 1, 2016, and prior to July 1, 2021, the amount of each payment which is made on behalf of a Participant in an optional or alternative form, i.e. in a form other than in the normal form of Retirement Benefit for a single Participant which is a monthly pension payable for the lifetime of the Participant, shall be based upon 7 percent (7%) interest and a mortality table consisting of a blend of 50 percent (50%) of the RP-2000 Male Combined table projected to the year 2020 using Scale BB and 50 percent (50%) of the RP-2000 Female Combined Table projected to the year 2020 using Scale BB.

On and after July 1, 1997 and prior to January 1, 2016, the amount of each payment under an optional form shall be based on 7.5 percent (7.5%) interest and the mortality table set forth in Revenue Ruling 95-6, 1995-1 C.B. 80, except as otherwise provided below.

Prior July 1, 1997, Actuarial Equivalent meant a benefit having the same value as the benefit it replaces, computed based on a 6.5 percent (6.5%) interest assumption and the 1951 Group Annuity Mortality Table projected to 1965 by Scale C with male and female factors weighed fifty per cent (50%) each, except as otherwise provided below.

For purposes of determining the amount of a distribution other than an annual benefit that is nondecreasing for the life of the Participant or, in the case of a survivor annuity, the life of the Participant's Spouse; or that decreases during the life of the Participant merely because of the death of the surviving annuitant (but only if the reduction is to a level not below 50% of the annual benefit payable before the death of the surviving annuitant) or merely because of the cessation or reduction of Social Security supplements or qualified Disability payments, Actuarial Equivalent shall mean the Present Value.

Present Value means the current value of a benefit payable on a specified form and on a specified date. The Present Value of any benefit under the terms of this Plan will be the Actuarial Equivalent of the benefit payable on the Straight Life Annuity.

In any event, the preceding paragraphs shall not apply to the extent they would cause the Plan to fail to satisfy the requirements of Maximum Benefit Limitations in Section 36 of the Plan.

2.3. Administrator: The Administrator of the Plan is the Director of Finance of the City.

2.4. Average Monthly Compensation: The Average Monthly Compensation paid to an Employee during the five (5) consecutive years within the last ten (10) consecutive years of credited service which yield the highest average, divided by the number of completed full months for which such Compensation was received. Provided, however, if Retirement occurs prior to the completion of five (5) years of service, Average Monthly Compensation means the total Compensation paid to an Employee during the completed years of credited service divided by the number of completed

full months for which such Compensation was received.

2.5. Beneficiary: Any person designated by a Participant to receive certain benefits or Accumulated Contributions payable according to the Plan on or after a Participant's death.

2.6. Board of Aldermen means the Board of Aldermen of the City.

2.7. Board of Trustees or Board: The Plan shall be administered by a Board of Trustees of seven (7) persons. The Board of Trustees shall also act as trustees of the Plan's Retirement Fund. The members of the Board of Trustees shall include: three (3) members who are residents of the City; two (2) members who shall be elected by the Participants in the Plan from different offices or departments of the City; and two (2) members who shall be members of the Board of Aldermen, one (1) of whom may be the mayor. With respect to the three members who are residents of the City shall be appointed by the Board of Aldermen and shall serve terms of three (3) years, except that the first such members shall serve terms of one (1), two (2), and three (3) years, respectively. With respect to the two (2) members elected by the Participants in the Plan, they shall be from different offices or departments, and shall serve terms of two (2) years, except that the first such members shall serve terms of one (1) and two (2) years respectively. With respect to the two (2) members who are members of the Board of Aldermen, they shall serve at the pleasure of the Board of Aldermen.

In addition to the foregoing members, the Director of Finance of the City shall serve as an ex officio member of the Board of Trustees without the power to vote and shall serve as its secretary-treasurer. The Board of Trustees shall elect its own chairman and vice-chairman.

2.8. Code means the Internal Revenue Code of 1986 as amended and in effect at the time.

2.9. Compensation: The basic rate of remuneration paid to an Employee by the City for personal services rendered during a calendar year, including regular pay, and lump sum merit increases due to an Employee reaching the maximum annual pay range for the Employee's position, but exclusive of overtime pay, reimbursed expenses, unused sick leave pay, shift differential pay, any unusual Compensation, or any other amount which might be paid in addition to the basic rate of remuneration. Said Compensation shall include amounts which are to be paid by the City (i) under a procedure described in Code section 414(h)(2) or (ii) pursuant to an election by the Employee described in Code section 457. In the case of an Employee who terminated his employment with the City prior to July 1, 2002 by reason of Disability and who receives long-term Disability payments under the City's long-term Disability insurance coverage, his Compensation in effect at the time of his employment immediately prior to his Disability shall be deemed to continue at the same rate during the period that he is receiving such long-term Disability payments. An Employee who terminates his employment with the City on or after July 1, 2002 by reason of Disability shall be treated as an Employee who terminated his employment with the City for any reason.

Notwithstanding the above, Compensation shall include any amount which is contributed by the Employer pursuant to a salary reduction agreement and which is not includible in the gross income of the Employee under sections 125, 402(e), 402(h) or 403(b) of the Code. For Limitation Years beginning on and after January 1, 1998, for purposes of applying the limitations described in the Plan, Compensation paid or made available during such Limitation Years shall include elective amounts that are not includible in the gross income of the Employee by reason of section 132(f)(4) of the Code.

For Plan Years beginning on or after January 1, 2002, the Compensation Limit has been increased as follows:

(a) Increase in Limit. The annual Compensation of each Participant considered in determining benefit accruals in any Plan Year beginning after December 31, 2001, shall not exceed \$200,000. Annual Compensation means Compensation during the Plan Year or such other consecutive 12-month period over which Compensation is otherwise determined under the Plan (the Determination Period). For purposes of determining benefit accruals in a Plan Year beginning after December 31, 2001, Compensation for any prior Determination Period shall be \$200,000 for any Determination Period beginning before January 1, 1990; \$150,000 for any Determination Period beginning in 1990, 1991, 1992, 1993, 1994, 1995 or 1996; \$160,000 for any Determination Period beginning in 1997, 1998 or 1999; and \$170,000 for any Determination Period beginning in 2000 or 2001.

(b) Cost of Living Adjustment. The \$200,000 limit on annual Compensation in paragraph (i) above shall be adjusted for cost-of-living increases in accordance with section 401(a)(17)(B) of the Code. The cost-of-living adjustment in effect for a calendar year applies to annual Compensation for the Determination Period that begins with or within such calendar year.

2.10. Credited Service: The period of continuous employment with the City from the first day of the month next following the Participant's last date of employment, except that credited service shall not include any periods of employment with the City as a policeman or fireman for which credited service might have been granted toward vested benefits, under the City's Uniformed Employees' Pension Plan. Service shall accrue to, but not beyond, the Participant's termination of employment unless otherwise provided in this Plan.

2.11. Disability means a physical or mental condition which renders the Participant incapable of continuing in the employment of the City. Disability shall be deemed to exist when the Participant becomes eligible under the City's long-term Disability insurance coverage.

2.12. Employee:

(a) Any person who is employed by the City on a regular, full-time, permanent basis as set forth in the City personnel regulations. "Employee" does not mean uniformed fire or police department personnel or persons employed in advisory capacities.

(b) Leased Employee means any person (other than an employee of the City) who, pursuant to an agreement between the City and any other person ("leasing organization") has performed services for the City (or for the City and related persons determined in accordance with Code section 414(n)(6)) on a substantially full time basis for a period of at least one year, and such services are performed under primary direction or control by the City. Contributions or benefits provided a Leased Employee by the leasing organization which are attributable to services performed for the City shall be treated as provided by the City.

A Leased Employee shall not be considered an Employee of the City if:

(1) such Employee is covered by a money purchase pension plan providing (i) a nonintegrated employer contribution rate of at least 10 percent of compensation, as defined in Code section 415(c)(3), but for years beginning before January 1, 1998, including amounts contributed pursuant to a salary reduction agreement which are excludible from the Employee's gross income under

Code sections 125, 402(e)(3), 402(h) or 403(b), (ii) immediate participation, and

(2) Leased Employees do not constitute more than 20 percent of the City's nonhighly compensated workforce.

2.13. Former Participant means a Participant whose Service has terminated but who is entitled to a Retirement Income Benefit.

2.14. Hour of Service means each hour for which an Employee is paid or entitled to payment by the City for the performance of duties.

2.15. Limitation Year means the Plan Year.

2.16. Participant: Any Employee or Former Employee of the City who is covered under the Plan.

2.17. Plan: means the City of Clayton Non-Uniformed Employees' Retirement Plan as set forth herein and as hereafter amended from time to time.

2.18. Plan Year: means the twelve-month period beginning July 1 through the following June 30.

2.19. Present Value means the current value of a benefit payable of a specified form and on a specified date. The Present Value of any benefit under the terms of this Plan will be the Actuarial Equivalent of the benefit payable on the Straight Life Annuity.

2.20. Retirement: The termination of employment after an Employee has fulfilled all requirements for Retirement Benefits of a type set forth herein. Retirement shall be considered as commencing on the first day of a month immediately following an Employee's last day of employment or last day of an authorized leave of absence, if later.

2.21. Retirement Benefits: The monthly amount which is payable to a Participant who is entitled to receive benefits under the Plan.

2.22. Retirement Date: The first day of any month after which a Participant has satisfied the requirements for Retirement according to the Plan and has elected Retirement.

2.23. Retirement Fund (or Trust Fund): The total fund derived from the appropriations of the City, from Contributions made by Participants of the Plan, from any property given or donated from any source, and any income derived therefrom, to be used exclusively for the payment of benefits under the terms of the Plan for eligible Employees, and of Spouses, Beneficiaries, and annuitants of deceased eligible Employees, of the City.

2.24. Spouse: means the person to whom the Participant is married on the earlier of his date of Retirement, or date of death and is still married on the date of death.

2.25. Straight Life Annuity means an annuity payable in equal installments for the life of the Participant that terminates upon the Participant's death.

3. Powers and Duties of the Board of Trustees.

3.1. Management and Control: The Board of Trustees shall be vested with the exclusive management and complete control of all matters pertaining to the administration of the affairs of the Plan and of the

Retirement Fund. The Board of Trustees has all the powers necessary for it to properly carry out its administrative duties.

3.2. Construing and Interpreting Plan, Deciding Eligibility, etc.: Not in limitation, but in amplification of the foregoing, the Board of Trustees (or if the authority is delegated to the Plan Administrator by the Board of Trustees, the Plan Administrator) has the power to construe the Plan, including ambiguous provisions, and to determine all questions that may arise under the Plan, including all questions relating to the eligibility of Employees to participate in the Plan and the amount of benefit to which any Participant, Beneficiary, Spouse or Contingent Annuitant may become entitled. The Board of Trustees' (or if the authority is delegated to the Plan Administrator by the Board of Trustees, the Plan Administrator's) decisions upon all matters within the scope of its authority shall be final.) When making a determination or calculation, the Board of Trustees shall be entitled to rely upon information furnished by the City or by an actuary.

This Plan and its validity, construction and all rights hereunder shall be governed by the laws of the state of Missouri and the United States, as are applicable to local governmental plans as defined in section 414(d) of the Code. The terms and provisions of this Plan shall be construed according to the principles, and in the priority, as follows: first, in accordance within the meaning hereunder which will bring the Plan into conformity with the applicable laws; and secondly, in accordance with the laws of the state of Missouri and the United States. If any provisions of this Plan shall be held illegal or invalid, the remaining provision of this Plan shall be construed as if such provision had never been included.

In the event of any conflict between the provisions of the Plan and the terms of any contract or policy issued hereunder, the provisions of the Plan control the operation and administration of the Plan.

3.3. Handling Funds: The Board of Trustees shall receive, hold, and invest or reinvest all assets of the Retirement Fund. It shall exercise a high degree of care to keep the funds in its hands safely invested in such securities as will afford the greatest return consistent with safety of principal but such investments shall be limited to such securities as are, or may be eligible, by the laws of the State, for the investment of funds of a casualty or life insurance company domiciled in the State. It shall have the power to incur such expenses as may be necessary or desirable in the management of the Plan and of the Retirement Fund. Expenses of the Plan may be paid out of the assets of the Plan provided that such payment is consistent with any law to which the Plan is subject. Such expenses include, but are not limited to, expenses for recordkeeping and other administrative services; fees and expenses of the purchase of investments; expenses for investment education service; and direct costs the City incurs with respect to the Plan.

(a) The City (through its Board of Alderman) shall prepare and issue to the Board of Trustees hereunder, and periodically update as it determines appropriate, a statement of Investment Policy. Such statement shall outline, in at least broad terms, general investment goals and objectives that the Board of Trustees should pursue and follow in its investment of assets held by the Plan and Trust. Such Policy statement may provide guidance to the Board of Trustees concerning, among other topics: (1) risk tolerance and investment time horizons, (2) asset allocation and liquidity, (3) specific investment objectives, limitations and guidelines, if any, that should be considered in selection and maintenance of investments, (4) diversification among asset types and classes, and (5) performance objectives and measurement metrics to be applied for evaluation of Investment Managers.

(b) The Board of Trustees may, from time to time, appoint one (1) or more Investment Managers to direct the investment of all or a specified portion of all the assets of the Trust held by the Trustee. Such appointment shall be made by a resolution or action duly adopted or taken by the Board of Trustees, and shall be effective as of the date specified therein, but not before it has been accepted in writing by the Investment Manager and notice of such appointment and acceptance given to the Trustee. From and after the effective date of the appointment of an Investment Manager, the Trustee shall follow the direction of the Investment Manager with respect to the investment of those assets specified in the resolution of appointment. The Board of Trustees may remove or change the assets subject to the control of any Investment Manager previously appointed hereunder, but the Trustee shall follow the instructions of a properly appointed Investment Manager until such Investment Manager has been removed or his authority over particular assets changed.

(c) If the Board of Trustees appoints an Investment Manager in accordance with subsection (b) above, then the Trustees shall not be responsible for the investment of those assets over which the Investment Manager has authority, and shall not be liable for the acts or omissions of the Investment Manager with respect to such assets; provided, however, the Board of Trustees shall have continuing duties to monitor the Investment Manager and may remove such Manager at any time in accordance with the investment management agreement.

(d) Provided, however, the Trustee's process for investment of Trust assets shall in all respects conform to such Investment Policy statement(s) as may be prepared and issued from time to time by the City's Board of Alderman pursuant to subsection (a) above to the extent that such Policy is otherwise consistent with governing law. The Board of Trustees is otherwise authorized and directed to use its judgment and discretion in managing the assets of the Plan and Trust in accordance with this Section, but shall do so in a manner consistent with such Investment Policy as issued by the Board of Alderman pursuant to subsection (a) above.

3.4. System of Accounts: The Board of Trustees shall set up a system of accounts such as will be required from time to time in order to determine actuarially the valuation of the funds in its hands and the experience in the operation of the affairs of the Plan and shall furnish to the Board of Aldermen of the City, upon request, such information so compiled.

3.5. Holding Required Meetings: The Board of Trustees shall hold such meetings as may be required for the transaction of the business of the Board.

3.6. Records of Property and Proceedings: Full and complete records of all receipts, securities and other property coming into its hands shall always be kept and shall be available for review by Participants in the Plan. An accurate record shall be kept of all the proceedings of the Board of Trustees, which record shall be open to public inspection, except records of any medical examination made of any applicant for Retirement.

3.7. Hearing Claims, Preserving Evidence: The Board of Trustees shall have exclusive original jurisdiction to receive, hear and rule upon all claims for benefits from the fund and to hear and determine all such claims in the first instance. The decision of the Board of Trustees shall be in writing, and the Board of Trustees may take and preserve the evidence on any disputed claim.

3.8. Claim Application Forms, and Rules and Regulations: The Board of Trustees shall provide suitable forms of application and other forms to be used in making claims for benefits from the

Retirement Fund, and shall prescribe rules and regulations, not inconsistent with State laws or this Section to govern and control the hearing, consideration and disposition of all claims, and other administrative matters and proceedings before such Board.

3.9. Uniform and Consistent Application of Rules and Decisions: All rules and decisions of the Board of Trustees shall be uniformly and consistently applied to all Employees in similar circumstances, in a non-discriminatory manner.

3.10. Suing and Being Sued by Board of Trustees: The Board of Trustees may sue or be sued in its capacity as such Board of Trustees. No person employed by the City; no Participant, Former Participant or their Beneficiaries; nor any other person having or claiming to have an interest in the Plan is entitled to any notice of process. A final judgment entered in any such action or proceeding shall be binding and conclusive on all persons having or claiming to have an interest in the Plan.

3.11. Other Necessary Powers: The enumeration of the specific powers and authority of the Board of Trustees herein shall not be construed in limitation of its powers and authority to do all other things necessary or reasonably required to carry out and make effective the specific powers herein granted.

3.12. Delegation of Authority: All of any part of the administrative duties and responsibilities under this Section may be delegated by the Board of Trustees to the Plan Administrator.

3.13. Exercise of Discretionary Authority: The City, the Board of Trustees, the Plan Administrator and any other person or entity who has authority with respect to the management, administration or investment of the Plan may exercise that authority in its full discretion, subject only to the duties imposed under any law to which the Plan is subject. This discretionary authority includes, but is not limited to, the authority to make all factual determinations and interpret all terms and provisions of the Plan documents relevant to the issue under consideration. The exercise of authority will be binding upon all persons will be given deference in all courts of law to the greatest extent allowed under law; and will not be overturned or set aside by any court of law unless found to be arbitrary and capricious or made in bad faith.

3.14 Indemnification: The Board of Trustees and the individual members thereof shall be indemnified from the assets of the Retirement Fund against any and all liabilities arising by reason of any act or failure to act made in good faith pursuant to the provisions of the Plan, including expenses reasonably incurred in the defense of any claim relating thereto.

4. Amendments to or Termination of the Plan Authorized.

The Board of Aldermen reserves the right to amend, retroactively or prospectively, or to terminate the Plan at any time without a further vote of the residents of the City. Unless required to do so by the Internal Revenue Service for the Plan to obtain or retain qualified status under section 401(a) of the Code, the Board of Aldermen shall not adopt any amendment to:

(a) Reduce the benefits of any Participant accrued under the Plan to the date the amendment is adopted; or

(b) Divert any part of the assets of the Trust for a purpose other than:

(1) The exclusive benefit of Participants or Former Participants who have an interest in the Trust; and

(2) The payment of the reasonable and necessary expenses of the Trust.

5. Non-Guarantee of Employment.

Nothing contained in this Plan shall be construed as a contract of employment between the City and any Employee, or as a right of any Employee to be continued in the employment of the City, or as a limitation of the right of the City to discharge any of its Employees.

6. Disclaimer of Liability.

Neither the City nor any member of the Board of Trustees shall guarantee the Retirement Fund in any manner against loss or depreciation; nor shall they be liable for any act or failure to act which is made in good faith pursuant to the provisions of the Plan. The City shall not be responsible for any act or failure to act of the Board of Trustees, or of any agent, trustee, or insurance carrier holding, managing, or investing the Retirement Fund. The members of the Board of Trustees shall not be responsible for any act or failure to act of the Board of Aldermen, or of any agent, Employee, or official of the City, or of any agent, trustee, or insurance carrier holding, managing, or investing the Retirement Fund.

7. Membership Records and Designation of Beneficiary.

All Employees, prior to their eligibility to participate in the Plan, shall complete a participation form to be furnished by the Board of Trustees, upon which the Employee shall indicate all required information. In addition, all Employees shall designate a person or persons to receive the benefits payable in the event of the death of the Participant. The Participant may from time to time change the Beneficiary by written notice to the Board of Trustees, and upon receipt by the Board of Trustees of such change, the rights of all previously designated Beneficiaries to receive any benefit under the Plan shall cease. If a married Participant designates a Beneficiary other than his Spouse, the Participant must also furnish the Board of Trustees with his Spouse's written consent and the Spouse's signature must be notarized. In the event any Participant dies without having designated a Beneficiary or in the event any Participant dies but is the survivor of the designated Beneficiary, then and in either event, the benefits payable by the Plan shall be paid to the estate of the deceased Participant.

8. Employee Service Records; Filing, Certifying.

Within ninety (90) days after the effective date of the Plan, each covered Employee shall prepare, sign and cause to be filed with the secretary of the Board of Trustees, in such form as may be required, a statement showing his full service record in the City with full explanation concerning any interruption in his continuous service therein and the cause thereof. These statements, after check and review, and if approved by the Board of Trustees, shall become a part of the permanent files of the Board. The Board of Trustees may require any such covered Employee to furnish additional evidence in connection with this service record, including a copy of his birth certificate. If such record is approved by the Board, the Board of Trustees shall cause the same to be certified as to its correctness. The proper officials and Employees of the City shall cooperate in supplying information concerning such service records.

9. Notice of Address.

Each person entitled to benefits under the Plan shall file with the Board of Trustees in writing, his post office address and each change of post office address. Any communication, statement, or notice addressed to such person at his latest post office address as filed with the Board of Trustees, or if no address is filed with the Board of Trustees then, in the case of a Participant, at his last post office address as shown on the City's records, will be binding on such person for all purposes of the Plan. The City, the Board of Trustees or the Plan Administrator shall not be required to search for or locate such person.

10. Eligible Employees.

- (a) For all Plan Years prior to July 1, 2000, any person who becomes an Employee, except those persons hired after July 1, 1969, and prior to July 1, 1986, who have attained the age of fifty-five (55) or over on their first day of employment, shall be eligible to participate in the Plan upon employment with the City, except as provided in Section 12 of the Plan, and shall so participate as a condition of his employment. Provided, however, that the City Manager shall have an option not to participate, which he may elect not later than the latter of thirty (30) days after the effective date of the Plan or five (5) months after his date of employment.

Effective for all Plan Years beginning on or after July 1, 2000, any person who becomes an Employee, except those persons hired after July 1, 1969, and prior to July 1, 1986, who have attained the ages of fifty-five (55) or over on their first day of employment, shall be eligible to participate in the Plan upon employment with the City, and shall so participate as a condition of his employment. Provided, however, that the City Manager shall have an option not to participate, which he may elect not later than the later of thirty (30) days after the effective date of the Plan or five (5) months after his date of employment.

- (b) Any person who was hired after July 1, 1969, and prior to July 1, 1986, who had attained the age of fifty-five (55) or over on their first day of employment, and who remains an Employee on April 1, 1991, shall be deemed to have become eligible to participate in the Plan following six (6) months of employment with the City, except as provided in Section 11 of the Plan.

11. Prohibited Participation.

For all Plan Years beginning prior to July 1, 2000, any Employee who would otherwise be eligible to participate but who participates in or receives benefits from any other Retirement plan to which the City pays or paid an Employer's share for that Employee (other than social security or contributions under a procedure described in Code section 414(h)(2)) shall not participate in the Plan. For all Plan Years beginning on or after July 1, 2000, this paragraph prohibiting participation in this Plan shall no longer apply.

12. Required Participation - Dates of Commencement.

For all Plan Years beginning prior to July 1, 2000, each Employee shall become a Participant under the Plan and shall contribute to the Plan commencing with the first day of the payroll period coincident with their initial employment with the City, except that (i) all Employees who are employed on July 1, 1969, shall participate immediately in the Plan and shall contribute to

the Plan commencing with the first day of the payroll period coincident with or next following July 1, 1969, and (ii) all Employees described in Section 10(b) of the Plan shall contribute to the Plan commencing effective April 1, 1991.

For all Plan Years beginning on or after July 1, 2000, each Employee shall become a Participant under the Plan and shall contribute to the Plan commencing with the first day of the payroll period coincident with his or her initial employment with the City.

13. Required Participation - Continuation During Employment.

Each Employee who is eligible to participate shall remain a Participant in the Plan until the earlier of: his death or termination of employment (excluding termination due to Disability prior to July 1, 2002 under which the Participant receives Disability benefits under the City's long-term Disability insurance coverage).

14. Returning Employee -- A New Participant.

Any Participant who shall return to employment with the City as an eligible Employee under this Plan after his previous resignation, discharge, or termination of employment shall return as a new Participant under the Plan for all purposes.

15. Effect of Authorized Leaves of Absence.

(a) A Participant who is granted an Authorized Leave of Absence recognized by the City for continued participation in the Plan, shall not be deemed to have broken the continuity of his Credited Service with the City.

(b) In all instances, the Authorized Leaves of Absence recognized by the City shall uniformly apply to all Participants under similar circumstances.

(c) During the recognized Authorized Leave of Absence, the Participant's Accumulated Contributions shall remain in the Retirement Fund.

(d) Any Participant who is granted an Authorized Leave of Absence recognized by the City may receive Credited Service for the duration of such Leave of Absence by paying into the Retirement Fund the contributions he would have made, had he not been granted the Authorized Leave of Absence and had continued in his employment, based upon his Compensation as of the last day of his service prior to the Authorized Leave of Absence. This amount shall be paid within twelve (12) months from the date of his return to employment except in the case of military leaves of absence, in which case this amount shall be paid within a period of three (3) times the period of military service, not to exceed five (5) years from the date of the Participant's return to employment. Provided, however, should such a Participant become eligible for benefits before this amount is fully paid, the amount due the Retirement Fund shall be deducted from such benefits at a rate to be determined by the Board of Trustees.

16. Contributions - By City.

The Board of Aldermen shall appropriate annually such funds as are necessary to cover annual administrative expenses of the Board of Trustees, to meet the full current cost of the Plan, and to fund the initial accrued liability of the Plan over a period of not more than forty (40) years from

July 1, 1969.

17. Contributions - By Participants.

(a) Participant Contributions: Each Participant, other than one whose employment terminated by reason of Disability, shall, as a condition of participating in this Plan, contribute three (3%) per cent of their Compensation for each pay period. These Employee Contributions shall be withheld by the City from a Participant's Compensation and shall be paid by the City to the Board of Trustees by the 15th business day of the month following the month in which the contribution was withheld. The Employee Contributions shall be designated as Participant Contributions but shall be treated as picked up by the City within the meaning of section 414(h) of the Code. The Participant Contributions shall be credited with interest as provided in Section 2.1 of the Plan. The Board of Aldermen may, at their sole discretion, suspend the mandatory Participant Contributions for a temporary period.

(b) Suspension of Participant Contributions:

(1) Effective on January 1, 1992, and for a one-year period thereafter until December 31, 1992, the requirement provided in this Section for Participant Contributions shall be suspended and no such Participant Contributions shall be made with respect to Compensation paid during said time period, notwithstanding any provisions of this Plan to the contrary. On January 1, 1993 the provisions of this Section requiring Participant Contributions shall be reinstated and thereafter shall be in full force and effect. Provided that no contribution shall be required of any Participant after such Participant has forty (40) years of Credited Service.

(2) Effective on January 1, 1993, and for a one-year-period thereafter until December 31, 1993, the requirement provided in this Section for Participant Contributions shall be suspended and no such Participant Contributions shall be made with respect to Compensation paid during said time period, notwithstanding any provisions of this Plan to the contrary. On January 1, 1994 the provisions of this Section requiring Participant Contributions shall be reinstated and thereafter shall be in full force and effect.

(3) Effective on January 1, 1994, and for a one-year period thereafter until December 31, 1994, the requirement provided in this Section for Participant Contributions shall be suspended and no such Participant Contributions shall be made with respect to Compensation paid during said time period, notwithstanding any provisions of this Plan to the contrary. On January 1, 1995 the provisions of this Section requiring Participant Contributions shall be reinstated and thereafter shall be in full force and effect.

(4) Effective on January 1, 1995, and for a one-year period thereafter until December 31, 1995, the requirement provided in this Section for Participant Contributions shall be suspended and no such Participant Contributions shall be made with respect to Compensation paid during said time period, notwithstanding any provisions of this Plan to the contrary. On January 1, 1996 the provisions of this Section requiring Participant Contributions shall be reinstated and thereafter shall be in full force and effect.

(5) Effective on January 1, 1996, and for a six-month period thereafter until June 30, 1996, the requirement provided in this Section for Participant Contributions shall be suspended and no such Participant Contributions shall be made with respect to Compensation paid during

said time period, notwithstanding any provisions of this Plan to the contrary. On July 1, 1996 the provisions of this Section requiring Participant Contributions shall be reinstated and thereafter shall be in full force and effect.

(6) Effective on July 1, 1996, and for a six-month period thereafter until December 31, 1996, the requirement provided in this Section for Participant Contributions shall be suspended and no such Participant Contributions shall be made with respect to Compensation paid during said time period, notwithstanding any provisions of this Plan to the contrary. On January 1, 1997, the provisions of this Section requiring Participant Contributions shall be reinstated and thereafter shall be in full force and effect.

(7) Effective on January 1, 1997, and for a twelve-month period thereafter until December 31, 1997, the requirement provided in this Section for Participant Contributions shall be suspended and no such Participant Contributions shall be made with respect to Compensation paid during said time period, notwithstanding any provisions of this Plan to the contrary. On January 1, 1998, the provisions of this Section requiring Participant Contributions shall be reinstated and thereafter shall be in full force and effect.

(8) Effective on January 1, 1998, and for a twelve-month period thereafter until December 31, 1998, the requirement provided in this Section for Participant Contributions shall be suspended and no such Participant Contributions shall be made with respect to Compensation paid during said time period, notwithstanding any provisions of this Plan to the contrary. On January 1, 1999, the provisions of this Section requiring Participant Contributions shall be reinstated and thereafter shall be in full force and effect.

(9) Effective on January 1, 1999, and for a twelve-month period thereafter until December 31, 1999, the requirement provided in this Section for Participant Contributions shall be suspended and no such Participant Contributions shall be made with respect to Compensation paid during said time period, notwithstanding any provisions of this Plan to the contrary. On January 1, 2000, the provisions of this Section requiring Participant Contributions shall be reinstated and thereafter shall be in full force and effect.

(10) Effective on January 1, 2000, and for a twelve-month period thereafter until December 31, 2000, the requirement provided in this Section for Participant Contributions shall be suspended and no such Participant Contributions shall be made with respect to Compensation paid during said time period, notwithstanding any provisions of this Plan to the contrary. On January 1, 2001, the provisions of this Section requiring Participant Contributions shall be reinstated and thereafter shall be in full force and effect.

(11) Effective on January 1, 2001, and for a twelve-month period thereafter until December 31, 2001, the requirement provided in this Section for Participant Contributions shall be suspended and no such Participant Contributions shall be made with respect to Compensation paid during said time period, notwithstanding any provisions of this Plan to the contrary. On January 1, 2002, the provisions of this Section requiring Participant Contributions shall be reinstated and thereafter shall be in full force and effect.

(12) Effective on January 1, 2002, and for a six-month period thereafter until June 30, 2002, the requirement provided in this Section for Participant Contributions shall be suspended and no

such Participant Contributions shall be made with respect to Compensation paid during said time period, notwithstanding any provisions of this Plan to the contrary. On July 1, 2002, the provisions of this Section requiring Participant Contributions shall be reinstated and thereafter shall be in full force and effect subject to paragraph (c) below.

(c) For Plan Year July 1, 2002, the Board of Aldermen may, at their sole discretion, suspend the mandatory Participant Contributions for a temporary period and shall be administratively reported by the Plan Administrator.

18. Normal Retirement Age; Continuation in Employment Thereafter; Payment Time and Duration.

(a) For Plan Years beginning prior to July 1, 2000, a Participant shall be eligible for normal Retirement Benefits on or after the age of sixty-five (65) or if earlier, his attainment of age sixty-two (62) and completion of thirty (30) years of Credited Service. A Participant may continue in employment following his sixty-fifth birthday and elect to begin to receive Retirement Benefits on a deferred Retirement Date. Payment of normal Retirement Benefits shall commence on the first day of the month next following the Participant's normal or deferred Retirement Date and shall terminate with the last benefit paid during the month of the Participant's death. A Participant's normal or deferred Retirement Date shall be the first day of any month following eligibility for Retirement and termination of employment.

(b) For Plan Years beginning on or after July 1, 2000, a Participant shall be eligible for normal Retirement Benefits on or after the age of sixty (60). A Participant may continue in employment following his sixtieth (60th) birthday and elect to begin to receive Retirement Benefits on a deferred Retirement Date. Payment of normal Retirement Benefits shall commence on the first day of the month next following the Participant's normal or deferred Retirement Date and shall terminate with the last benefit paid during the month of the Participant's death. A Participant's normal or deferred Retirement Date shall be the first day of any month following eligibility for Retirement and termination of employment.

19. Early Retirement Age; Payment Time and Duration.

A Participant shall be eligible for early Retirement Benefits on or after the attainment of age fifty-five (55) and completion of at least ten (10) years of Credited Service. The early Retirement Date of a Participant shall be the first day of any month following eligibility for early Retirement. Payment of early Retirement Benefits shall commence on the first day of the month next following the early Retirement Date of the Participant and shall terminate with the last benefit paid during the month of the Participant's death.

20. Contributions Withdrawal Or Vested Deferred Benefits On Employment Termination -- Authorized.

If a Participant has completed at least five (5) years of Credited Service prior to his normal Retirement Date and terminates employment, (unless he is eligible for and has elected early Retirement), he may withdraw his Accumulated Contributions from the Retirement Fund or he may leave his Contributions in the Retirement Fund and shall be eligible to receive a vested deferred, excluding death. Retirement Benefit commencing no sooner than the first day of the month following his normal Retirement Date. The vested deferred Retirement Benefit shall be the full Retirement Benefits to which the Participant would have been entitled if he had continued employment to his normal Retirement Date, computed in

the same manner as normal Retirement Benefits, but based upon his Average Compensation and Credited Service as of the date of his termination.

21. Contributions Withdrawal Or Vested Deferred Benefits On Employment Termination - Application for Contribution Refund/Active Employee Death Benefit.

If a Participant's employment is terminated prior to his eligibility for normal or early Retirement prior to completion of at least five (5) years of Credited Service, for any reason, including death, he (or his Beneficiary) shall be entitled to a refund of his Accumulated Contributions upon submission of an application therefor to the Board of Trustees within thirty (30) days after such termination.

If a Participant has completed at least five (5) years of Credited Service prior to his Normal or Early Retirement Date and dies while employed, his Spouse shall receive, beginning on the first month following the Participant's date of death, 50% of the Retirement Benefit to which the Participant would have been entitled had he continued employment to his normal Retirement Date, computed in the same manner as normal Retirement Benefits, but based on his Average Compensation and Credited Service as of the date of his death.

22. Contributions Withdrawal Or Vested Deferred Benefits On Employment Termination - Scope of Interest in Assets.

No Employee shall have any right to, or interest in, any part of the Retirement Fund's assets upon termination of his employment or otherwise, except as provided from time to time under this Plan, and then only to the extent of the benefits payable to such Employee out of the assets in the Retirement Fund or of his personal Accumulated Contributions. All payments of benefits as provided for in this Plan shall be made solely out of the assets in the Retirement Fund and neither the City nor any member of the Board of Trustees shall be liable therefor in any manner.

23. First Date of Benefit Payment Or Contribution Return.

No benefits provided by this Plan shall be payable before October first, 1969, including the return of Accumulated Contributions.

24. Nonalienability, etc., of Benefits.

Except amounts properly payable under a qualified domestic relations order (within the meaning of Code section 414(p)), benefits payable under this Plan shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, garnishments, execution or levy of any kind, either voluntary or involuntary, including any such liability which is for alimony or other payments for the support of a Spouse, or former Spouse, or any other relative of Employee prior to actually being received by the person entitled to the benefit under the Plan or an applicable qualified domestic relations order, and any attempt to anticipate, alienate, sale, transfer, assign, pledge, encumber, charge or otherwise dispose of any right to benefits payable hereunder shall be void. The Retirement Fund shall not in any manner be liable for or subject to, the debts, contracts, liabilities, engagements or torts of any person entitled to benefits hereunder.

25. Amount of Benefits - Normal Retirement.

Subject to the Maximum Benefit Limitations in Section 36 of the Plan, a Participant who meets

the requirements for normal Retirement shall receive a monthly Retirement Benefit equal to the product of the following:

- (a) One and one-half (1 1/2) per cent of the Participant's Average Monthly Compensation, and
- (b) The completed full years and completed full months of partial years of the Participant's Credited Service.

26. Amount of Benefits - Early Retirement.

A Participant who meets the requirements for early Retirement shall receive a monthly early Retirement Benefit which shall be determined in the same manner as normal Retirement Benefits, based upon the Participant's Credited Service and Average Monthly Compensation on the date of early Retirement, but shall be reduced by one-fourth of one per cent (0.25%) for each month by which the Participant's early Retirement Date proceeds his normal Retirement Date, to reflect the Participant's younger age at Retirement and the earlier commencement of Retirement Benefits payment.

27. Post-Retirement Adjustment.

Effective July 1 each year, commencing with July 1, 2000, each Participant who is currently receiving Retirement Benefits or the Participant's Beneficiary who is currently receiving Retirement Benefits shall receive up to a two percent (2.0%) annual adjustment in Retirement Benefits, up to a total cumulative maximum of twenty-five percent (25%) of the Participant's initial Retirement Benefit; with said adjustment to be determined prior to and effective the following July, based upon the most recently published U.S. Department of Labor's Consumer Price Index for All Urban Consumers (CPI-U) for the St. Louis region, or a successor index, or such other Post-Retirement Adjustment as required by law.

28. Amount of Benefits - Normal Form of Retirement Benefits and Joint and Survivor Annuity.

(a) Except as provided in paragraph (b) hereof, the normal form of Retirement Benefit payable to a Participant in accordance with Sections 25 and 26 of the Plan shall be a monthly pension during the Participant's life only.

(b) The normal form of Retirement Benefit payable in accordance with Sections 25 and 26 of the Plan, with respect to a Participant who has a Spouse as of the date payment of his benefits commences, shall be a monthly pension payable for the lifetime of the Participant in an adjusted monthly payment, with continuing level monthly payments after his death equal to fifty per cent (50%) of such adjusted monthly amount for the remaining lifetime of the Spouse. The adjusted monthly amount of benefit under this Section 28(b) shall be the Actuarial Equivalent of the benefit otherwise payable to the Participant under Section 28(a) hereof.

Any Participant qualifying for benefits as described in this paragraph (b) may file with the Board of Trustees a written election to have his benefits paid under paragraph (a) with his Spouse's notarized written consent, or Section 29. of the Plan. This election may be revoked in writing by the Participant prior to Retirement on a form to be furnished by the Board of Trustees.

(c) If the sum of the payments received by the Participant, his Spouse or his Beneficiary is

less than the Participant's Accumulated Contributions as of the date of his Retirement, then such difference under paragraph (a) shall be paid to the designated Beneficiary, and under paragraph (b) to the estate of his Spouse.

(d) If a Participant dies before payment of his benefit has commenced while (1) still in the employ of the City but at or after attaining normal Retirement Age; (2) still in the employ of the City but at or after qualifying for an early Retirement Benefit under Section 19. hereof; or (3) terminated prior to July 1, 2002 by reason of Disability and while receiving Disability payments under the City's long- term Disability insurance coverage but at or after qualifying for an early Retirement under Section 19. hereof, and if he is survived by a Spouse, a Retirement Benefit will be paid to such Spouse in the form of the fifty (50) per cent survivor's benefit computed under paragraph (b) hereof, based on the Participant's normal Retirement Benefit, early Retirement Benefit, or Disability Provision in accordance with the respective Sections 25, 26 and 33 of the Plan, as of the date of his death, commencing as of the first day of the calendar month next following the date of the Participant's death.

(e) Prior to a married Participant's attaining normal Retirement Age, the Board of Trustees shall notify the Participant, in writing of the availability of the joint and survivor benefit. The Board of Trustees shall explain in writing the terms and conditions of this annuity benefit and state to the Participant the reasonable period of time within which the Participant may elect not to receive the payment of his accrued benefit under the joint and survivor annuity. The Board of Trustees shall furnish the Participant the appropriate form for making his election. In explaining the terms and conditions of the annuity, the Board of shall fully set forth the economic effect of the Participant's election not to receive the joint and survivor annuity benefit.

(f) If a Participant whose employment with the City has terminated, elects to leave his Accumulated Contribution in the Retirement Fund under Section 20 of the Plan and dies before payment of his benefit has commenced, then the amount of his Accumulated Contributions as of the date of his death, shall be paid to his designated Beneficiary, and if there be no such designated Beneficiary, then to the Participant's estate.

29. Amount of Benefits - Contingent Annuitant Option.

(a) A Participant may elect to have Retirement Benefits payable to him during his lifetime in a reduced amount with benefits to be continued to be paid after his death to his designated contingent annuitant. If the Participant is married and his Designated Contingent Annuitant is not his Spouse, his Spouse must consent in writing to the Participant's designation of the designated contingent annuitant and have her signature notarized. This optional form of payment may be elected or revoked in writing prior to Retirement on a form to be furnished by the Board of Trustees.

(b) The aggregate of the Retirement Benefits expected to be paid under this option to a Participant and his contingent annuitant shall be the Actuarial Equivalent of the Retirement Benefits to which the Participant would be otherwise entitled to receive upon Retirement.

(c) The Participant may elect under this option that either one hundred (100) per cent, sixty-six and two-thirds ($66 \frac{2}{3}$) per cent or fifty (50) per cent of the reduced Retirement Benefits he has elected to be payable to him for life will be continued to his designated contingent annuitant for life.

(d) An election to receive Retirement Benefits in accordance with this option shall become inoperative in the event:

- (1) The Participant's death occurs prior to his Retirement, or
- (2) The Participant's contingent annuitant predeceases the Participant while the Participant is still employed, and another contingent annuitant has not been designated.

30. Amount of Benefits — Small Amounts Payment.

Prior to March 28, 2005, if the Present Value of the Participant's vested accrued Retirement Benefit and/or the Participant's Accumulated Contributions is \$5,000 or less (\$3,500 or less for Plan Years beginning before August 6, 1997), such Present Value shall be payable in a single sum as of the Participant's Retirement Date or the Date he ceases to be an Employee for any reason other than death (or the date the Employer provides notice to the Plan Administrator of such event, if later). On and after the first Plan Year beginning on or after August 6, 1997, if a Participant would have received a distribution under the first sentence of this paragraph but for the fact that the Present Value of the Participant's vested accrued Retirement Benefit and/or Accumulated Contributions exceeded the small amounts cash out limit, and if at a later time such amount is equal to or less than the small amounts cash out limit and such Participant has not again become an Employee, such amount shall be paid in a single sum. This is a Small Amounts Payment. Such Small Amounts Payment shall be made to the Participant. Such Small Amounts Payment is in full settlement of all benefits otherwise payable.

Prior to March 28, 2005, if the Present Value of an annuity derived for the Participant's vested Accrued Benefit and/or the Participant's Accumulated Contributions is \$5,000 or less (\$3,500 or less for Plan Years beginning before August 6, 1997), the Present Value of the survivor annuity benefit derived from the Participant's accrued Benefit shall be payable in a single sum as of the date the Participant dies. This is a Small Amounts Payment. Such Small Amounts Payment shall be made to the Participant's Spouse, designated contingent annuitant or designated beneficiary. Such Small Amounts Payment is in full settlement of the annuity benefit otherwise payable.

Effective as of March 28, 2005, the following rules apply to distributions that are subject to the direct rollover requirements of Code section 401(a)(31):

- (1) If the value of the Participant's nonforfeitable account balance as so determined is \$1,000 or less, the Plan shall immediately distribute the Participant's entire nonforfeitable account balance;
- (2) If the Participant has attained the later of the age of 62 or Stated Retirement Age, and if the value of the Participant's nonforfeitable account balance as so determined is \$5,000 or less, the Plan shall immediately distribute the Participant's entire nonforfeitable account balance;
- (3) If the Participant has not attained the later of age 62 or the Stated Retirement Age and if the value of the Participant's nonforfeitable account balance as so determined is greater than \$1,000, but not greater than \$5,000, the Participant may elect in writing by forms provided by the Plan Administrator to receive a lump-sum distribution of his or her entire nonforfeitable account balance; and
- (4) If the value of a Beneficiary's or Alternate Payee's nonforfeitable account balance as so determined is \$5,000 or less, the Plan shall immediately distribute the Beneficiary's or Alternate

Payee's entire nonforfeitable account balance.

No other small amounts payments shall be made.

31. Allocation of Fund on Termination of Plan or Discontinuance of City Contributions.

The City expects to continue the Plan indefinitely but reserves the right to terminate the Plan in whole or in part at any time upon giving written notice to all parties concerned.

An Employee who is included in the group of Employees deemed to be affected by complete or partial termination of the Plan shall be fully (100%) vested in his accrued Retirement Benefit as of the date of such complete or partial termination. Upon complete termination of the Plan, no further Employees shall become Participants, and no further Contributions shall be made except as required by any governmental agency to which the Plan's termination is subject.

This Plan is not subject to Title IV of the Employee Retirement Income Security Act of 1974 (ERISA). The Plan benefits shall not be insured by the Pension Benefit Guaranty Corporation and the Participant's recourse towards satisfaction of his right to his nonforfeitable accrued Retirement Benefit will be limited to the Plan assets. However, the assets of the Plan that are available to provide benefits shall be allocated and applied as of the effective date of termination of the Plan according to the classifications and order of precedence provided under Title IV of ERISA and under any rules, regulations, interpretations or opinions implementing said Title IV or any other equitable method as determined by the Board of Trustees.

No part of the Plan assets shall be paid to the City at any time, except that, after the satisfaction of all liabilities under the Plan, any assets remaining shall be paid to the City. No payment shall be made to the City if it would contravene and provision of law.

32. Payment to Caretaker of Incompetent Person.

If the Board of Trustees in good faith believes that (a) a person entitled to receive any payment under the Plan is physically or mentally incompetent to receive such payment and to give a valid release therefor, and (b) another person or an institution is then maintaining or has custody of such person, and no guardian, committee, or other representative of the estate of such person has been duly appointed by a court of competent jurisdiction, the payment may be made to such other person or institution referred to above, and the release of such other person or institution shall be a valid and complete discharge for the payment.

33. Disability Participant -- Normal Retirement Benefit for Participants who become Disabled prior to July 1, 2002.

Subject to the Maximum Benefit Limitations in Section 36 of the Plan, if a Participant's employment is terminated with the City before July 1, 2002 and prior to his eligibility for normal Retirement by reason of Disability and the Participant receives long-term Disability payments under the City's long-term Disability insurance coverage, he shall receive credit for Credited Service for the period during which he is receiving Disability payments from the City's long-term Disability insurance coverage, and upon Participant reaching normal Retirement Age (or, if later, the termination of long-term Disability insurance benefits) he shall receive a monthly Retirement Benefit equal to a product of the following:

(a) One and one-half (1 1/2) per cent of Participant's Average Monthly Compensation immediately prior to his Disability; and

(b) The complete full years and complete months in partial years of Participant's Credited Service.

An Employee who terminates his employment with the City on or after July 1, 2002 by reason of Disability shall be treated as an Employee who terminated his employment with the City for any reason and shall not be entitled to this benefit.

34. Direct Transfer to Another Qualified Plan.

(a) This Section applies to Distributions made on or after January 1, 1993. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Distributee's election under this Section, a Distributee may elect, at the time and in the manner prescribed by the Plan Administrator, to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover.

(b) Definitions.

(1) Eligible Rollover Distribution: An Eligible Rollover Distribution is any Distribution of all or any portion of the balance to the credit of the Distributee, except that an Eligible Rollover Distribution does not include any Distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's designated Beneficiary, or for a specified period of ten years or more; any Distribution to the extent such Distribution is required under section 401(a)(9) of the Code; the portion of any Distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to City securities); and any other Distributions that are reasonably expected to total less than Two Hundred Dollars (\$200.00) during a year. Effective January 1, 1999, an Eligible Rollover Distribution does not include hardship Distributions from a Plan described under section 401(k) of the Code or an annuity contract described under section 403(b) of the Code.

Effective for distributions made after December 31, 2001, for purposes of this Section of the Plan, a portion of a distribution shall not fail to be an Eligible Rollover Distribution merely because the portion consists of after-tax Employee contributions which are not includible in gross income. However, such portion may be paid only to an individual retirement account or annuity described in section 408(a) or (b) of the Code, or to a qualified defined contribution plan described in section 401(a) or 403(a) of the Code that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

(2) Eligible Retirement Plan: An Eligible Retirement Plan is an individual retirement account described in section 408(a) of the Code, an individual retirement annuity described in section 408(b) of the Code, an annuity Plan described in section 403(a) of the Code, or a qualified Trust described in section 401(a) of the Code, that accepts the Distributee's Eligible Rollover Distribution. However, in the case of an Eligible Rollover Distribution to the surviving Spouse, an

Eligible Retirement Plan is an individual Retirement account or individual Retirement annuity.

Effective for distributions made after December 31, 2001, for purposes of this Section of the Plan, an Eligible Retirement Plan shall also mean an annuity contract described in section 403(b) of the Code and an eligible plan under section 457(b) of the Code which is maintained by a state or political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan. The definition of Eligible Retirement Plan shall also apply in the case of a distribution to a surviving Spouse, or to a Spouse or former Spouse who is the alternate payee under a qualified domestic relations order, as defined in section 414(p) of the Code.

(3) Distributee: A Distributee includes an Employee or Former Employee. In addition, the Employee's or Former Employee's surviving Spouse and the Employee's or Former Employee's Spouse or former Spouse who is the alternate payee under a domestic relations order, as defined in section 414(p) of the Code, are Distributees with regard to the interest of the Spouse or former Spouse.

(4) Direct Rollover: A Direct Rollover is a payment by the Plan to the Eligible Retirement Plan specified by the Distributee.

35. Military Leave. Beginning on December 12, 1994, notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with section 414(u) of the Code. Loan repayments will be suspended under this Plan as permitted under section 414(u)(4) of the Code.

36. Maximum Benefit Limitations.

36.1 Benefit Limitation. Notwithstanding any other provision in this Plan, the following Maximum Benefit Limitations shall apply to Sections 25 and 33 of the Plan except if the Code's Maximum Benefit Limitations is less than the Maximum Benefit Limitation in this subsection 36.1 in any Limitation Year then the Code's Maximum Benefit Limitation shall apply for that Limitation Year. For Plan Years beginning prior to July 1, 2000, the maximum benefit payable to a Participant from the Plan shall be one hundred twenty thousand dollars (\$120,000.00) as adjusted pursuant to Code section 415(d) for cost of living and as adjusted pursuant to Code section 415(b) for benefits which begin before age 62. For Plan Years beginning on or after July 1, 2000, the maximum benefit payable to a Participant from the Plan shall be one hundred thirty-five thousand dollars (\$135,000.00) as adjusted pursuant to Code section 415(d) for the cost of living and as adjusted pursuant to Code section 415(b) for benefits which begin before age 62.) For Plan Years beginning on or after the first day of the Plan Year beginning on or after January 1, 2002, the maximum benefit payable to a Participant from the Plan shall be one hundred sixty thousand dollars (\$160,000) as adjusted pursuant to Code section 415(d) for the cost of living and as adjusted pursuant to Code section 415(b) for benefits which begin before age 62.

36.2 Maximum Benefit Limitation, as required by section 415 of the Code.

Definitions. For purposes of determining the benefit limitation set forth in this section, the following terms are defined:

(a) Effective date. This Section shall be effective for Limitation Years ending after December 31, 2001 except as provided in the provisions regarding combining and aggregating

defined benefit plans below.

(b) Effect on Participants. Benefit increases resulting from the increase in the limitations of Code section 415(b) shall be provided to all Employees participating in the Plan who have one hour-of-service with the Employer on or after the first day of the first Limitation Year ending after December 31, 2001.

(c) Applicable Mortality Table means, on any date, the table as set forth in Code section 417(e).

(d) Defined Benefit Dollar Limitation means \$160,000, automatically adjusted, effective January 1 of each year, under Code section 415(d) in such manner as the Secretary shall prescribe, and payable in the form of a Straight Life Annuity. The new limitation shall apply to Limitation Years ending with or within the calendar year of the date of the adjustment.

(e) Annual Additions means the sum of the following amounts credited to a Participant's account for the Limitation Year.

- (1) City contributions;
- (2) Participant contributions;
- (3) forfeitures; and
- (4) allocations under a simplified employee pension.

(f) Annual Benefit means a Retirement benefit under the Plan which is payable annually in the form of a Straight Life Annuity. Except as provided below, benefit payable in a form other than a Straight Life Annuity must be adjusted to an actuarially equivalent Straight Line Annuity before applying the limitations of this Section. Effective for Limitations Years beginning on or after January 1, 1995, where a Participant's benefit must be adjusted to an actuarially equivalent Straight Life Annuity, the actuarially equivalent Straight Life Annuity is equal to the greater of the annuity benefit computed using the interest rate and mortality table (or other tabular factor) specified in the Plan for adjusting benefits in the same form, and the annuity benefit computed using a 5 percent interest rate assumption and the Applicable Mortality Table.

No actuarial adjustment to the benefit is required for (i) the value of a qualified joint and survivor annuity, (ii) benefits that are not directly related to Retirement Benefits (such as a qualified disability benefit, pre-retirement death benefits, and post-retirement medical benefits), and (iii) the value of post-retirement cost-of-living increases made in accordance with Code section 415(d) and section 1.415-3(c)(2)(iii) of the Income Tax Regulations. The Annual Benefit does not include any benefits attributable to Participant Contributions or rollover contributions, or assets transferred from a qualified plan that was not maintained by the City.

(g) Defined Benefit Dollar Limitation means \$160,000, automatically adjusted, effective January 1 of each year, under Code section 415(3) in such manner as the Secretary shall prescribe, and payable in the form of a Straight Life Annuity. The new limitation shall apply to Limitation Years ending with or within the calendar year of the date of the adjustment.

(h) Defined Benefit Plan Fraction means a fraction, the numerator of which is the sum of the Participant's Projected Annual Benefits under all the defined benefit plans (whether or not terminated) maintained by the City, and the denominator of which is 125 percent of the Defined Benefit Dollar

Limitation applicable to the Participant, adjusted as necessary in accordance with the definition of Maximum Permissible Benefit.

(i) Defined Contribution Dollar Limitation means, for Limitation Years beginning after December 31, 1994, \$30,000, as adjusted under Code section 415(d).

(j) Defined Contribution Plan Fraction means a fraction, the numerator of which is the sum of the Annual Additions to the Participant's account under all the defined contribution plans (whether or not terminated) maintained by the City for the current and all prior Limitation years, (including the Annual Additions attributable to the Participant's voluntary contributions, or mandatory contributions as defined in Code section 411(c)(2)(C), to this and all other defined benefit plans (whether or not terminated) maintained by the City, and the Annual Additions attributable to all simplified employee pensions maintained by the City), and the denominator of which is the sum of the maximum aggregate amounts of the current and all prior Limitation Years of the Participant's service with the City (regardless of whether a defined contribution plan was maintained by the City).

The maximum aggregate amount for any Limitation Year is the lesser of (i) 125 percent of the Defined Contribution Dollar Limitation, or (ii) 35 percent (1.4 x 25 percent) of the Participant's Compensation for such year.

The Annual Addition for any Limitation Year beginning before January 1, 1987, shall not be recomputed to treat all Participant contributions as Annual Additions.

If the Employee was a Participant as of the end of the first day of the first Limitation Year beginning after December 31, 1986, in one or more defined contributions plans maintained by the City which were in existence on May 6, 1986, the numerator of this fraction will be adjusted if the sum of this fraction and the Defined Benefit Plan Fraction would otherwise exceed 1.0 under the terms of this Plan. Under the adjustment, an amount equal to the product of (i) the excess of the sum of the fractions over 1.0 times (ii) the denominator of this fraction, will be permanently subtracted from the numerator of this fraction. The adjustment is calculated using the fractions as they would be computed as of the end of the last Limitation Year beginning before January 1, 1987, and disregarding any changes in the terms and conditions of the plans made after May 5, 1986, but using the Code section 415 limitation applicable to the first Limitation year beginning on or after January 1, 1987.

(k) Maximum Permissible Amount (Maximum Permissible Benefit after amended for GUST) means the Defined Benefit Dollar Limitation (adjusted where required, as provided in (1) and, if applicable, in (2) or (3) below).

(1) If the Participant has less than ten Years of Participation in the Plan, the Defined Benefit shall be multiplied by a fraction, (i) the numerator of which is the number of Years of Participation (or part thereof) in the Plan, and (ii) the denominator of which is ten.

The adjustments of this (1) shall not apply to survivor and disability benefits as provided in Code section 415(b)(2)(1).

(2) If the Annual Benefit of the Participant commences prior to age 62, the Defined Benefit Dollar Limitation applicable to the Participant at such earlier age is an Annual Benefit payable in the form of a Straight Life Annuity beginning at the earlier age that is the actuarial equivalent of

the Defined Benefit Dollar Limitation for age 62 (adjusted under (1) above, if required). The Defined Benefit Dollar Limitation applicable at an age prior to age 62 is determined as the lesser of (i) the actuarial equivalent of the Defined Benefit Dollar Limitation for age 62 computed using the interest rate and mortality table (or other tabular factor) specified in the Plan for purposes of determining actuarial equivalence for early retirement benefits, and (ii) the actuarial equivalent of the Defined Benefit Dollar Limitation for age 62 computed using a 5 percent interest rate and the Applicable Mortality Table. To the extent the Plan does not specify an interest rate and mortality table (or other tabular factor) or for ages for which no tabular factor is specified, a 5 percent interest rate and the Applicable Mortality Table shall be used to determine actuarial equivalence.

The adjustments in this paragraph (2) do not apply in the case of a Participant who is a qualified Participant (as defined in Code section 415(b)(2)(H)). The adjustments in this paragraph (2) do not apply to survivor and disability benefits as provided in Code section 415(b)(2)(I).

(3) If the Annual Benefit of a Participant commences after the Participant attains age 65, the Defined Benefit Dollar Limitation applicable to the Participant at the later age is the Annual Benefit payable in the form of a Straight Life Annuity commencing at the later age that is actuarially equivalent to the Defined Benefit Dollar Limitation applicable to the Participant at age 65 (adjusted under (1) above, if necessary). The actuarial equivalent of the Defined Benefit Dollar Limitation applicable at an age after age 65 is determined as the lesser of (i) the actuarial equivalent (at such age) of the Defined Benefit Dollar Limitation computed using the interest rate and mortality table (or other tabular factor) specified in the Plan for purposes of determining actuarial equivalence for later retirement benefits and (ii) the actuarial equivalent (at such age) of the Defined Benefit Dollar Limitation computed using a 5 percent interest rate and the Applicable Mortality Table. For these purposes, mortality between age 65 and the age at which benefits commence shall be ignored.

(4) Maximum benefits permitted: Notwithstanding anything else in this definition to the contrary, the benefit otherwise accrued or payable to a Participant under this Plan shall be deemed not to exceed the Maximum Permissible Amount (Maximum Permissible Benefit after amended for GUST) if:

(i) the retirement benefits payable for a Plan year under any form of benefit with respect to such Participant under this Plan and all other defined benefit plans (regardless of whether terminated) ever maintained by the City do not exceed \$1,000 multiplied by the Participant's number of Years of Service or parts thereof (not to exceed ten); and

(ii) the Employer has not at any time maintained a defined contribution plan in which the Participant participated (for these purposes, Participant Contributions, whether voluntary or involuntary, under a defined benefit plan are not treated as a separate defined contribution plan).

The amount in (i) above shall be equal to \$10,000 when determining the minimum benefit for survivor and disability benefits as provided in Code section 415(b)(2)(I).

(I) Projected Annual Benefit means the Annual Benefit to which the Participant would be

entitled under the terms of the Plan assuming:

(1) the Participant will continue employment until normal Retirement age under the Plan (current age, if later), and

(2) all relevant factors used to determine benefits under the Plan will remain constant for all future Limitation Years.

(m) Provision regarding combining or aggregating defined benefit plans.

(1) This paragraph applies regardless of whether any Participant is or has ever been a participant in another qualified plan maintained by the adopting employer. If any Participant is or has ever been a participant in another qualified plan maintained by the City or a simplified employee pension (as defined in Code section 408(k)) maintained by the City, that provides an Annual Addition, (c) below is also applicable to that Participant's benefits.

(i) The Annual Benefit otherwise payable to a Participant at any time will not exceed the Maximum Permissible Benefit. If the benefits the Participant would otherwise accrue in a Limitation Year would produce an Annual Benefit in excess of the Maximum Permissible Benefit, the benefit must be limited (or the rate of accrual reduced) to a benefit that does not exceed the Maximum Permissible Benefit.

(ii) If a Participant has made voluntary contributions, or mandatory contributions as defined in Code section 411(c)(2)(C), under the terms of this Plan, the amount of such contributions is treated as an Annual Addition to a qualified defined contribution plan for purposes of this paragraph (m)(1)(i) and paragraph (1)(2)(ii) of this Section. Such amounts shall be limited to meet the requirements of Code section 415(c)(1).

(2) This paragraph applies if any Participant is also a participant, or has ever participated, in another plan maintained by the City, including a qualified plan or a simplified employee pension that provides an Annual Addition.

(i) If a Participant is, or has ever been, a participant in more than one defined benefit plan maintained by the City, the sum of the Participant's Annual Benefits from all such plans may not exceed the Maximum Permissible Benefit. Where the Participant's City-provided benefits under all defined benefit plans ever maintained by the City (determined as of the same age) would exceed the Maximum Permissible Benefit applicable at that age, the benefit shall be limited (or the rate of accrual reduced) in the plan most recently established to the extent necessary so that the sum of the Participant's Annual Benefits from all such plan(s) does not exceed the Maximum Permissible Benefit.

For Limitation years beginning before January 1, 2000, if the City maintains, or ever maintained, one or more qualified defined contribution plans in which any Participant in this Plan participated, including a simplified employee pension, the sum of the Participant's Defined Contribution Plan Fraction and Defined Benefit Plan Fraction will not exceed 1.0 in any Limitation year and, where the sum exceeds 1.0 for a Participant for a Limitation year, the Projected Annual Benefit shall be limited first. If the Participant's Annual Benefits equal his Projected Annual Benefit, as limited, then Annual Additions to the

defined contribution plan(s) shall be limited to amounts that will reduce the sum to 1.0 in the same manner in which the Annual Additions are limited to meet the requirements of Code section 415(c)(1).

Benefit increases resulting from the repeal of Code section 415(e) will be provided to all Employees participating in the Plan (with benefits limited by Code section 415(e)) who have an Accrued Benefit under the Plan immediately before the first day of the first Limitation Year beginning in 2000 and have one hour-of-service with the Employer after such date.

(3) The following provision shall be effective for Limitation Years beginning after December 31, 2001.

For purposes of limiting a Participant's City-provided benefits under all defined benefit plans every maintained by the City to the Maximum Permissible Amount (Maximum Permissible Benefit after amended for GUST), a multiemployer plan (as defined in Code section 414(0)) shall not be combined or aggregated with any other multiemployer plan for purposes of applying any combined or aggregated limit.

37. Minimum Distribution Requirement pursuant to Revenue Procedure 2002-29.

(a) General Rules

(1) Effective Date. Unless an earlier effective date is specified herein, the provisions of this subparagraph (h) will apply for purposes of determining required minimum distributions for calendar years beginning with the beginning of the 2003 calendar year, as well as Required Minimum Distributions for the 2002 distribution calendar year that are made on or after July 1, 2002.

(2) Coordination with Minimum Distribution Requirements Previously in Effect. The required Minimum Distributions for 2002 under this Section will be determined as follows. If the total amount of 2002 required minimum distributions under the Plan made to the distributee prior to the effective date of this Section equals or exceeds the required minimum distributions determined under this Section, then no additional distributions will be required to be made for 2002 on or after such date to the distributee. If the total amount of 2002 required minimum distributions under the Plan made to the distributee prior to the effective date of this Section is less than the amount determined under this Section, then required minimum distributions for 2002 on and after such date will be determined so that the total amount of required minimum distributions for 2002 made to the distributee will be the amount determined under this Section.

(3) Precedence. The requirements of this Section will take precedence over any inconsistent provisions of the Plan.

(4) Requirements of Treasury Regulations Incorporated. All distributions required under this Section will be determined and made in accordance with the Treasury Regulations under section 401(a)(9) of the Code.

(5) TEFRA Section 242(b)(2) Elections. Notwithstanding the other provisions of this Section, other than paragraph (a)(4) above, distributions may be made under a designation

made before January 1, 1984, in accordance with section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the provisions of the Plan that relate to Section 242(b)(2) of TEFRA.

(b) Time and Manner of Distribution.

(1) Required Beginning Date. The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's required beginning date which is the April 1st of the calendar year following the later of: when the Participant attains age 70 $\frac{1}{2}$ (effective January 1, 2021, age 72); or the date the Participant terminates his employment with the City.

(2) Death of Participant Before Distributions Begin. If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

(i) If the Participant's surviving Spouse is the Participant's sole designated Beneficiary, distributions to the surviving Spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70 $\frac{1}{2}$ (Effective January 1, 2021, age 72), if later.

(ii) If the Participant's surviving Spouse is not the Participant's sole designated Beneficiary, distributions to the designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.

(iii) If there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(iv) If the Participant's surviving Spouse is the Participant's sole designated Beneficiary and the surviving Spouse dies after the Participant by before distributions of the surviving Spouse begin, this subsection (b)(2), other than paragraph(b)(2)(i), will apply as if the surviving Spouse were the Participant.

For purposes of this subsection (b)(2) and subsection (e) of this Section, distributions are considered to begin on the Participant's required beginning date (or, if paragraph (b) (2)(iv) applies, the date distributions; are required to begin to the surviving Spouse under paragraph (b)(2)(i)). If annuity payments irrevocably commence to the Participant before the date the Participant's Required Beginning Date (or to the Participant's surviving Spouse before the date distributions are required to begin to the surviving Spouse under paragraph (b) (2)(i)), the date distributions are considered to begin is the date distributions actually commence.

(3) Form of Distributions. Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the Required Beginning Date, as of the first distribution calendar year distributions will be made in accordance with subsections (c), (d) and (e) of this Section. If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions

thereunder will be made in accordance with the requirements of section 401(a)(9) of the Code and the Treasury Regulations. Any part of the Participant's interest which is in the form of an individual account described in section 414(k) of the Code will be distributed in a manner satisfying the requirements of section 401(a)(9) of the Code and the Treasury Regulations that apply to individual accounts.

(4) Election to Allow Participants or Beneficiaries to Elect 5-Year Rule. Participants or Beneficiaries may elect on an individual basis whether the 5-year rule or the life expectancy rule in subsections (b)(2) and (e) of this Section applies to distributions after the death of a Participant who has a designated Beneficiary. The election must be made no later than the earlier of September 30 of the calendar year in which distribution would be required to begin under subsection (b)(2) of the Plan, or by September 30 of the calendar year which contains the fifth anniversary of the Participant's (or, if applicable, surviving Spouse's) death. If neither the Participant nor Beneficiary makes an election under this paragraph, distributions will be made in accordance with subsections (b)(2) and (e) of this Section.

(c) Determination of Amount to be Distributed Each Year.

(1) General Annuity Requirements. If the Participant's interest is paid in the form of annuity distributions under the Plan, payments under the annuity will satisfy the following requirements:

(i) the annuity distributions will be paid in periodic payments made at intervals not longer than one year;

(ii) the distribution period will be over a life (or lives) or over a period certain not longer than the period described in subsection (d) or (e);

(iii) once payments have begun over a period certain, the period certain will not be changed even if the period certain is shorter than the maximum permitted;

(iv) payments will either be nonincreasing or increase only as follows:

(I) by an annual percentage increase that does not exceed the annual percentage increase in a cost-of-living index that is based on prices of all items and issued by the Bureau of Labor Statistics;

(II) to the extent of the reduction in the amount of the Participant's payments to provide for a survivor benefit upon death, but only if the Beneficiary whose life was being used to determine the distribution period described in subsection (d) dies or is no longer the Participant's Beneficiary pursuant to a qualified domestic relations order within the meaning of section 414(p) of the Code;

(III) to provide cash refunds of a Participant's Accumulated Contributions upon the Participant's death; or

(IV) to pay increased benefits that result from a Plan amendment.

(2) Amount required to be Distributed by Required Beginning Date. The amount that must be distributed on or before the Participant's required beginning date (or, if the

Participant dies before distributions begin, the date distributions are required to begin under paragraph (b) (2) (i) or (ii) of this Section is the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received, e.g., bi-monthly, monthly, semi-annually, or annually. All of the Participant's benefit accruals as of the last day of the first distribution calendar year will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the Participant's required beginning date.

(3) Additional Accruals After First Distribution Calendar Year. Any additional benefits accruing to the Participant in a calendar year after the first distribution calendar year will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.

(d) Requirements For Annuity Distributions That Commence During Participant's Lifetime.

(1) Joint Life Annuities Where the Beneficiary Is Not the Participant's Spouse. If the Participant's interest is being distributed in the form of a joint and survivor annuity for the joint lives of the Participant and a non-spouse Beneficiary, annuity payments to be made on or after the Participant's required beginning date to the designated Beneficiary after the Participant's death must not at any time exceed the applicable percentage of the annuity payment for such period that would have been payable to the Participant using the table set forth in Q&A-2 of section 1.401(a)(9)-6T of the Treasury Regulations. If the form of distribution combines a joint and survivor annuity for the joint lives of the Participant and a non-spouse Beneficiary and a period certain annuity, the requirement in the preceding sentence will apply to annuity payments to be made to the designated Beneficiary after the expiration of the period certain.

(2) Period certain Annuities. Unless the Participant's Spouse is the sole designated Beneficiary and the form of distribution is a period certain and no life annuity, the period certain for an annuity distribution commencing during the Participant's lifetime may not exceed the applicable distribution period for the Participant under the Uniform Lifetime Table set forth in section 1.401(a)(9)-9 of the Treasury Regulations for the calendar year that contains the annuity starting date. If the annuity starting date precedes the year in which the Participant reaches age 70, the applicable distribution period the Participant is the distribution period for age 70 under the Uniform Lifetime Table set forth in section 1.401(a)(9)-9 of the Treasury Regulations plus the excess of 70 over the age of the Participant as of the Participant's birthday in the year that contains the annuity starting date. If the Participant's Spouse is the Participant's sole designated Beneficiary and the form of distribution is a period certain and no life annuity, the period certain may not exceed the longer of the Participant's applicable distribution period, as determined under this Section, or the joint life and last survivor expectancy of the Participant and the Participant's Spouse as determined under the Joint and Last Survivor Table set forth in section 1.401(a)(9)-9 of the Treasury Regulations, using the Participant's and Spouse's attained ages as of the Participant's and Spouse's birthdays in the calendar year that contains the annuity starting date.

(e) Requirements For Minimum Distributions Where Participant Dies Before Date Distributions Begin.

(1) Participant Survived by Designated Beneficiary. Except as provided in the adoption agreement, if the Participant dies before the date distribution of his or her interest begins and there is a designated Beneficiary, the Participant's entire interest will be distributed, beginning no later than the time described in paragraphs (b)(2)(i) or (ii), over the life of the designated Beneficiary or over a period certain not exceeding:

(i) unless the annuity starting date is before the first distribution calendar year, the life expectancy of the designated Beneficiary determined using the Beneficiary's age as of the Beneficiary's birthday in the calendar year immediately following the calendar year immediately following the calendar year of the Participant's death; or

(ii) if the annuity starting date is before the first distribution calendar year, the life expectancy of the designated Beneficiary determined using the Beneficiary's age as of the Beneficiary's birthday in the calendar year that contains the annuity starting date.

(2) No Designated Beneficiary. If the Participant dies before the date distributions begin and there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(3) Death of Surviving Spouse Before Distributions to Surviving Spouse Begin. If the Participant dies before the date distribution of his or her interest begins, the Participant's surviving Spouse is the Participant's sole designated Beneficiary, and the surviving Spouse dies before distributions to the surviving Spouse begin, this Section will apply as if the surviving Spouse were the Participant, except that the time by which distributions must begin will be determined without regard to paragraph (b)(2)(i).

(f) Definitions.

(1) Designated Beneficiary. The individual who is designated as the Beneficiary under Section 2.5 of the Plan and is the designated Beneficiary under section 401(a)(9) of the Code and section 1.401(a)(9)-1, Q&A-4, of the Treasury Regulations.

(2) Distribution calendar year. A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's required beginning date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin pursuant to subsection (b)(2)

(3) Life expectancy. Life expectancy as computed by use of the Single Life Table in Section 1.401(a)(9)-9 of the Treasury regulations.

38. Deferred Retirement Option Program.

38.1 Purpose, Funding and Duration. A deferred retirement option program ("DROP") is created and offered to Employee Participants on a voluntary basis. The DROP is employed as an alternative method of benefit accrual and to facilitate the use of a voluntary early retirement program by the City.

(a) Concern. The City has identified issues in promotion, advancement and wage structures in City departments. The City has highly qualified, high seniority personnel in various service areas. Also, the City has a number of well qualified, less senior personnel who are ready to assume leadership roles; however, they are unable to do so because incumbents, who would have otherwise taken retirement, have artificially delayed retirement. The City has learned that many senior staff have not retired because of the inability to pay for post-retirement medical insurance and the lengthening of time until full Social Security benefits are available. Also, longer retention of senior staff has caused an increase in average compensation costs and pressured the City's budget.

(b) Objectives. To address these issues, the City has developed an early retirement incentive program, whose objectives are to: (1) provide financial incentives to encourage retirements among senior tenured staff, (2) create opportunities for advancement of qualified junior personnel, (3) reduce overall staffing costs by permitting lower seniority, lower cost junior personnel to move into leadership roles, and (4) identify savings by position elimination as functions are rationalized through attrition.

(c) The DROP is created to add flexibility to the Plan permitting long service employees to obtain the financial ability to retire by providing electing participants access to a lump sum benefit in addition to their normal monthly retirement allowance. This would provide a source of funding for the City's early retirement program and a lump sum benefit to permit retirees to purchase post-retirement medical coverage and to bridge the financial gap in retirement income until attaining full Social Security retirement age.

(d) The City has conducted an actuarial evaluation of the potential cost impact of the DROP upon the Plan and the City's future funding obligations and budget considerations. The conclusions are that (1) the Plan's funding position is sufficient to permit the DROP and leaves the Plan funded at a level that satisfies the statutorily required minimum under R.S. Mo. §105.684.1 and (2) the City anticipates that savings to be realized from DROP implementation will exceed annual additional pension costs required to fund Plan liabilities expected to be created by the DROP.

(e) The DROP will be offered to Eligible DROP Participants commencing September 17, 2012 through the period ending November 1, 2012. The DROP will not be offered on a permanent basis or during any other periods or to any other Participants, unless the Board of Aldermen amends the Plan to provide otherwise.

(f) The City reserves the right to amend the DROP as necessary to meet the City's goals in its implementation. Any amendments to DROP enacted pursuant to this Amendment will only affect those persons who enter, or are eligible to enter, the DROP.

38.2 Eligibility to Participate in the DROP. All Plan Participants who are Employees who:

(a) Have (or will have) reached eligibility as of December 31, 2012 for either an unreduced Retirement Benefit under Section 25 by reason of having attained eligibility for Normal Retirement at age 60 or eligibility for a reduced Retirement Benefit, under Plan Sections 19 and 25, at age 55 with at least 10 Years of Service, and

(b) Are “actively employed” with the City at the commencement of the Election Period (including participants who are on a short term leave, i.e. expected to last for thirty (30) days or less because of sickness, disability or administrative leave purposes as well as FMLA leave but excluding persons on extended and longer term leaves) and as specified below are eligible to participate in the DROP and are “Eligible DROP Participants.”

38.3 Participation Terms. Eligible DROP Participants may elect to participate in the DROP pursuant to the following terms and conditions that are irrevocable and binding and must be completed and accepted as a condition precedent to participating in the DROP:

(a) Voluntary Participation. Participation in the DROP shall be completely voluntary;

(b) Form of Election. An Eligible DROP Participant may elect to participate by completing such election process as the City may require be completed;

(c) Election Period and Choices. Eligible DROP Participants (1) may elect to participate in the DROP during a DROP Election Period that shall commence on September 17, 2012 and that shall end on November 1, 2012 and (2) shall select among one of two forms of DROP participation, either a “Forward DROP” or a “Back DROP”;

(d) Revocability. An election to participate in the DROP program shall be irrevocable;

(e) Cessation of Pension Benefit Accruals and Freezing of Benefits. Eligible DROP Participants who elect to participate in the DROP agree that from and after the date specified as the Participant’s DROP Commencement Date:

(1) They will irrevocably cease to accrue any additional Retirement Benefits under the Plan, either as the result of accrual of additional Credited Service or increases in Compensation, or Average Monthly Compensation after their DROP Commencement Date and

(2) Their Retirement Benefit described in Section 25 will be irrevocably determined based upon years of Credited Service, Compensation and Average Monthly Compensation as of the Participant’s DROP Commencement Date and will be frozen at that date.

(f) Eligibility for Post-Retirement Adjustments. Participation in the DROP will not disqualify any Participants from any Post-Retirement Adjustments to their Retirement Income Benefits for which they would otherwise be eligible and that may be effective after the Participant’s DROP Commencement Date. For purposes only of calculation of Post-Retirement Income Adjustments specified in Section 26, Participant’s electing to participate in the DROP will be considered to be currently receiving Retirement Benefits starting with their DROP Commencement Date. Accordingly, any such Adjustments that become applicable during a Participant’s DROP Period and prior to his/her actual separation from employment with the City will be applied in calculating the value of the Participant’s DROP Account and the Participant’s Retirement Benefit thereafter.

(g) Continued Employment to Obtain DROP Proceeds. A Participant who elects to

participate in the DROP must satisfy the following employment requirements to obtain payment of DROP Account balances:

(1) Back DROP. Participants who elect to participate in the Back DROP must be employed at the start of the DROP Election Period, and must remain employed through December 31, 2012.

(2) Forward DROP. Participants who elect to participate in the Forward DROP must be employed at the start of the DROP Election Period and remain employed through December 31, 2013.

(3) Variable Employment at City Option. The City, in its complete discretion except as specified in (C) below, may:

(A) Waive the foregoing employment requirements and permit a DROP Participant to voluntarily terminate employment at any time after November 1, 2012 and still properly qualify for payment of all DROP Account balances; or

(B) Involuntarily terminate the employment of a DROP Participant at any time after November 1, 2012 for any reason other than “Cause” and the Participant will still properly qualify for payment of all DROP Account balances; or

(C) To the extent that the City determines that it has a *bona fide* and previously unanticipated business need to delay a Participant’s termination of employment, the City may require a Back or Forward DROP Participant to remain employed for a period of up to six (6) months after the end of their DROP Period (i.e. December 31, 2012 for at the end of their DROP Period (i.e. December 31, 2012 for a Back DROP Participant and December 31, 2013 for a Forward DROP Participant) as a condition precedent to obtaining payment of DROP Account balances.

If, however, a Participant requests and receives permission to terminate prior to the end of the DROP Period, the amount of DROP Account deposits will be reduced as specified in Section 38.7.

(h) Retirement Income Benefits After Electing DROP Participation. Upon termination of employment from the City by a DROP Participant, the Participant will be entitled to commence Retirement Benefits in a manner consistent with all other Plan terms based upon the Participant’s Credited Service and Average Monthly Compensation in effect as of the Participant’s DROP Commencement Date and consistent with subsections (e) and (f).

(i) Release of All Claims and Waiver of Rights. As a condition precedent to participation in the DROP and payment of DROP Account proceeds, a Participant who elects to participate in the DROP must execute a general release and waiver of all claims and causes of action that the Participant may have against the City, the Plan and all other persons, as identified in such document. The release and waiver shall be in such form and of content as the City determines appropriate.

(j) Contributions and Refund of Contributions Made After January 1, 2013. While an Employee is a DROP Participant, the Employee shall continue to make all contributions required pursuant to Section 17 or otherwise. Contributions shall become part of the general assets of the Plan and will not be credited to the DROP Accounts of any Participants.

Provided, however, that if a DROP Participant satisfies all conditions for payment of his or her DROP Account, then at the conclusion of the Participant's DROP period, all contributions made by the Participant to the Plan for and during the Participant's period commencing from January 1, 2013 through the earlier to occur of December 31, 2013 or date on which the Participant's employment with the City ends, will also be credited to the Participant's DROP Account.

(k) Failure to Satisfy DROP Terms. Any Participant or DROP Participant who does not completely satisfy any of the foregoing terms of DROP participation (subparagraphs (a) through (j) above), including those whose employment is terminated for "Cause", will forfeit any rights to participate in the DROP and forfeit all entitlements to DROP Account balances or payments and, upon their actual separation from service with the City and retirement, will have their Plan Retirement Income Benefits calculated at the time of retirement as though the Participant had never entered the DROP and without reference to the limitations and specifications provided pursuant to Sections 38.3(e) and (f).

(l) Only for purposes of this Amendment and the DROP program and no other City program or purpose, "Cause" is to be determined by the City Manager in his exclusive judgment and is defined as (i) a Participant's conviction, or entering a plea, of guilty or *nolo contendere*, or receiving a suspended imposition of sentence or any other disposition of a criminal charge other than a finding of "not guilty" or dismissal of the charge, of any felony or misdemeanor involving fraud, dishonesty or moral turpitude (excluding acts involving a *de minimis* dollar value and not related to the Company) or acts or threats of violence, (ii) Participant's neglect, refusal, or failure to materially discharge his/her duties or failure to comply with the lawful directions of the City, (iii) willful destruction of City property, (iv) fraud, theft, embezzlement or dishonest activity (excluding acts involving a *de minimis* dollar value and not related to the City), (v) willful misconduct by Participant which may cause substantial economic or reputational injury to the City, including, but not limited to, sexual harassment, (vi) willful and knowing material misrepresentation, (vii) violation of any City policy determined by the City Manager in his exclusive judgment.

38.4 "Forward DROP".

(a) An Eligible DROP Participant may elect during the DROP Election Period to participate in a Forward DROP. Participants who elect a Forward DROP shall select a DROP Commencement Date of either December 31, 2010, December 31, 2011 or December 31, 2012.

(b) Participants electing a Forward DROP will have an amount equal to 100% of the Retirement Benefit that the Participant would have had, calculated under Sections 25 and 38.3(e) and (f) determined as if he/she had retired on the DROP Commencement Date (including any applicable reductions for early retirement), deposited in a nominal account in the Plan, i.e. a DROP Account.

- (c) This deposit shall continue for the following periods:

<u>DROP Commencement Date</u>	Length of DROP Period and Months of Retirement Income Benefit to Be Deposited Into <u>DROP Account</u>
December 31, 2010	36 months
December 31, 2011	24 months
December 31, 2012	12 months

Amounts associated with the DROP Period prior to January 1, 2013 will be deposited in the Participant's DROP Account as of January 1, 2013.

(d) If, however, a Participant requests and receives permission to terminate prior to the end of the DROP Period as specified in Section 38.3(f)(3)(A), deposits will not be made to the Participant's DROP Account for each whole month that the Participant's termination of employment from the City precedes December 31, 2013 and the number of months of Retirement Benefit to be deposited into the Participant's DROP Account will be reduced for each such month.

(e) On October 1, 2012, each Plan Participant who is determined to be eligible to participate in the DROP pursuant to Section 38.2 will be paid Two Hundred Fifty Dollars (\$250.00) as a supplemental payment to assist with retirement planning. This amount is payable regardless of whether the Participant actually elects to participate in the DROP.

38.5 "Back DROP".

(a) An Eligible DROP Participant may elect during the DROP Election Period to participate in a Back DROP. Participants who elect a Back DROP shall elect a DROP Commencement Date of either December 31, 2009, December 31, 2010 or December 31, 2011.

(b) Participants electing a Back DROP will have an amount equal to 100% of the Retirement Benefit that the Participant would have had, calculated under Sections 25 and 38.3(e) determined as if he/she had retired on the DROP Commencement Date (including any applicable reductions for early retirement), deposited in a nominal account in the Plan, i.e. a DROP Account commencing on the DROP Commencement Date and continuing for the following periods:

<u>DROP Commencement Date</u>	Length of DROP Period and Months of Retirement Income Benefit to Be Deposited Into <u>DROP Account</u>
December 31, 2009	36 months
December 31, 2010	24 months
December 31, 2011	12 months

Amounts associated with the DROP Period prior to January 1, 2013 will be deposited in the Participant's DROP Account as of January 1, 2013.

(c) On October 1, 2012, each Plan Participant who is determined to be eligible to participate in the DROP pursuant to Section 38.2 will be paid Two Hundred Fifty Dollars (\$250.00) as a supplemental payment to assist with retirement planning. This amount is payable regardless of whether the Participant actually elects to participate in the DROP.

38.6 DROP Account, Vesting and Interest.

(a) A DROP Account is a “nominal” account established on the books and records of the Plan and on behalf of each DROP Participant. All benefits accrued by, and payments made to or for the benefit of, a DROP participant, i.e. deposits, interest credits and distributions, will be credited and debited to an Account established within the Plan for each DROP Participant. Each Participant’s DROP Account is exclusively a bookkeeping entry. DROP Participants will not have any actual claim or entitlement to any specific Plan assets. No Plan assets will actually be segregated or set aside for any DROP Participant nor will any DROP Participant have any type of priority claim or rights to any Plan assets.

(b) All amounts credited to a Participant’s DROP account shall be fully vested and nonforfeitable at all times unless a DROP Participant violates any of the terms and conditions of the DROP as specified in Section 38.3.

(c) A Participant’s DROP Account shall be:

- (1) Credited with all deposits made during the DROP Period elected pursuant to Section 38.4 or 38.5;
- (2) Credited with interest at the end of each month at a rate which will equal 4% per annum, when compounded monthly, on the balance of the Participant’s DROP Account as of the end of the preceding month (DROP Participants will have a zero Account balance prior to January 1, 2013 and interest credits will commence January 1, 2013 on amounts credited to their Account on January 1, 2013 and thereafter); and
- (3) Credited at the conclusion of the DROP Period with the amount of contributions identified at Section 38.3(j) if the DROP Participant satisfies all conditions for payment of his or her DROP Account.

38.7 Retirement. DROP Distributions and Early DROP. After a DROP Participant retires and terminates employment from the City, the Participant will be entitled to receive the following.

(a) Retirement Income. The Participant shall receive monthly pension equal to his or her Retirement Benefit calculated as of the start of the Participant’s DROP Commencement Date taking into consideration Credited Service and Average Monthly Compensation as described in Section 38.3(e) above and any applicable Post-Retirement Adjustments described in Section 38.3(f) that would have been applied prior to the Participant’s actual termination from City service.

(b) DROP Distribution. The Participant shall receive a distribution in a single sum from the Participants’ DROP Account. This distribution is subject to the Rollover provisions of Section 33 and may, upon election, be direct deposited into an individual retirement account or

Eligible Retirement Plan, or may be taken as a taxable distribution by the Participant at the Participant's election upon completion of such distribution documentation. In the absence of an election within sixty (60) days of retirement, the balance to the credit of a Participant in his/her DROP Account will be paid to him/her in a single sum

38.8 Death or Disability Benefit and Beneficiary for DROP Account.

(a) Pre-Retirement Death Benefit. If a Participant has elected participation in the DROP and dies prior to payment of his/her DROP Account balance and prior to termination of his/her employment (and without the occurrence of any circumstance that would have caused violation of any terms or conditions of DROP participation), then the Participant's surviving spouse shall have the right to either (1) elect to receive any surviving spouse benefits provided by the Plan pursuant to Section 27 based upon Participant's Retirement Benefit determined pursuant to Section 38.3(e) and (f) above plus receive the balance to the credit of the Participant's DROP Account including amounts that would be credited to the Account for the maximum period described in Section 38.4 or 38.5 above as applicable or (2) elect to forfeit the Participant's DROP Account and collect surviving spouse Retirement Income Benefits determined as if the Participant had not ever elected to enter the DROP; provided, however, that the election to take under (1) or (2) must be made no later than 180 days following the Participant's death.

(b) Post-Retirement Death Benefit. If a Participant has elected participation in the DROP and dies after termination of his/her employment, (and without the occurrence of any circumstance that would have caused violation of any terms or conditions of the DROP), and prior to payment of his/her DROP Account balance, then the Participant's surviving spouse shall receive any surviving spouse benefits provided by the Plan pursuant to Section 27 or 28 based upon Participant's Retirement Benefit determined pursuant to Section 38.3(e) and (f) above plus receive the balance to the credit of the Participant's DROP Account.

(c) Beneficiary. A Participant who elects to Participate in the DROP shall designate in writing, at the time of entry into the DROP, a beneficiary for the DROP Account. The member may change the designation at any time prior to taking a distribution from the DROP Account. The Participant's beneficiary designation shall be applicable only to the provisions of this Section 38. In the absence of any affirmative election to the contrary, the spouse of a married Participant will be the Participant's beneficiary. If a Participant dies without a surviving spouse and without a living designated beneficiary, then all DROP Account distributions shall be made to the estate of the DROP Participant.

38.9 Tax Qualification. It is intended that the DROP will not jeopardize in any way the tax qualified status of the Plan under the Code. The City shall have the authority to adopt any rules and regulations necessary to maintain compliance with applicable Federal laws and regulations. The benefits provided pursuant to this Section shall be subject to the provisions of the Code in all respects.



City Manager
10 N. Bemiston Avenue
Clayton, MO 63105

REQUEST FOR BOARD ACTION

TO: MAYOR HARRIS; BOARD OF ALDERMEN
FROM: DAVID GIBSON, CITY MANAGER
LARRY CAWVEY, DIRECTOR OF TECHNOLOGY SERVICES
DATE: JUNE 8, 2021
RE: ORDINANCE - AUTHORIZING THE CITY MANAGER TO RENEW AN
INTERGOVERNMENTAL AGREEMENT TO PROVIDE TECHNOLOGY
SERVICES TO THE CITY OF RICHMOND HEIGHTS

For your consideration is a contract renewal for technology services to be provided by the City of Clayton to the City of Richmond Heights on a contract basis. The original 3-year intergovernmental agreement for technology services expires on July 31, 2021.

We have developed the attached renewal agreement that outlines the services to be provided by Clayton and the cost to be paid by Richmond Heights. Since the start of the original agreement in 2018, we have tracked our activities and time spent supporting each City. This data was taken into consideration and this new agreement will keep the fees that the City of Richmond Heights will pay at 25% of Clayton's total cost to operate our IT Department. We have also budgeted a small contingency for unknown items which may come up throughout the year. The approval of this agreement will initially extend our technology services contract for an additional 3 years. Upon expiration of the initial term, this agreement will automatically renew for an additional three-year term[s] with fees being renegotiated.

The City of Richmond Heights will have its first reading of this agreement at their June 7, 2021 meeting.

STAFF RECOMMENDATION: To approve the attached ordinance authorizing the City Manager to enter into an Intergovernmental Agreement with the City of Richmond Heights for Clayton to provide technology services to Richmond Heights.

BILL NO. 6844

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF RICHMOND HEIGHTS FOR THE CITY OF CLAYTON TO PROVIDE TECHNOLOGY SERVICES TO THE CITY OF RICHMOND HEIGHTS

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF CLAYTON, MISSOURI, AS FOLLOWS:

Section 1. The Board of Aldermen approves an Intergovernmental Agreement on behalf of the City of Clayton with the City of Richmond Heights, Missouri, for the City of Clayton to provide technology services to the City of Richmond Heights in substantial conformity with the terms shown on Exhibit A attached hereto and incorporated herein by this reference as if set out here in full, together with such document changes as shall be approved by the officers of the City executing same which are consistent with the provisions and intent of this legislation and necessary, desirable, convenient or proper in order to carry out the matters herein authorized. The Mayor, City Manager and other appropriate City officials are hereby authorized to execute the Agreement and such additional documents and take any and all actions necessary, desirable, convenient, or prudent in order to carry out the intent of this legislation.

Section 2. This Ordinance shall take effect and be in full force from and after its passage as provided by law.

Passed this 8th day of June 2021.

MAYOR

ATTEST:

CITY CLERK

INTERGOVERNMENTAL COOPERATION AGREEMENT
TECHNOLOGY SERVICES

THIS AGREEMENT, entered into on the effective date hereinafter set forth, by and between the City of Richmond Heights, Missouri (“Richmond Heights”) and the City of Clayton, Missouri (“Clayton”):

WITNESSETH

WHEREAS, technological advances have changed many operations and aspects of businesses both private and public; and

WHEREAS, because of increased demands for technology use and legal requirements, cities must engage highly-skilled employees or consultants to perform technology services;

WHEREAS, it is challenging for individual municipal governments to obtain the most skilled technology personnel at reasonable cost and maintain stability of services; and

WHEREAS, the municipalities participating in this Agreement have determined that a cooperative arrangement is an efficient means for establishing and maintaining systems for information sharing, public access and transparency, data storage, efficient governmental operations and other functions; and

WHEREAS, Chapter 70 of the Revised Statutes of Missouri authorizes joint exercise by two or more local governments of any power common to them.

NOW, THEREFORE, for and in consideration of the premises, the mutual advantages to be derived therefrom and in consideration of the mutual covenants herein contained, it is agreed by and between the parties hereto as follows:

1. Cooperative Agreement Established. Pursuant to the joint powers authorization of Chapter 70 of the Revised Statutes of Missouri, the Cities of Clayton and Richmond Heights, Missouri, do hereby enter into a cooperative agreement for the provision of technology services to Richmond Heights by Clayton.

2. Obligations of the City of Clayton. The City of Clayton will perform technology support services for the City of Richmond Heights by performing a variety of complex administrative and technical work as follows:

- a. Develop Richmond Heights' overall technology strategy to align with city-wide business and service objectives; and analyze and update Richmond Heights' technology standards, practices and policies to improve efficiency and effectiveness of operations;
- b. Communicate frequently with the Richmond Heights City Manager, or other designee, on the status of all technology projects, budget and long-term planning;
- c. Design, implement and manage network systems, data centers, data storage, servers, back-up systems, email, phone, and desktop, portable and mobile devices and wireless network services organization-wide; proactively monitor all connected technology assets to ensure maximum up-time with minimum end user impact; discover, mitigate and document technology risks; and maintain inventory of all technology assets;
- d. Administer contracts for hardware, software and technology services ensuring compliance with all licensing agreements and to achieve stated goals; and prepare and solicit proposals including analyzing technology requirements, developing functional specifications, executing competitive bid procedures, and performing comparative analysis of proposals;
- e. Clayton will at all times have available staff with a variety of technical knowledge, skills and experience. Clayton will assign at least one full-time staff member to be on-site at Richmond Heights during normal business hours, excluding periodic meeting attendance, and all other Clayton staff members will perform Richmond Heights tasks or projects as needed either on-site at Richmond Heights or remotely, with an emphasis on desktop support;
- f. Research new developments in technology to determine cost-effective technology solutions;
- g. Prepare annual technology operational budget and five-year capital plan and update as needed; and monitor approved budget and perform cost control activities to assure effective and efficient use of budgeted funds and other resources;
- h. Assist departments with planning, evaluation and implementation of new systems and technology solutions; and consult with departmental management to analyze technology requirements with an understanding of mission-critical business operations to translate departmental goals into priorities and projects for system improvements;

- i. Prepare project feasibility studies and plan and execute projects according to deadlines and within budget; and acquire and coordinate resources and vendors to deliver projects according to plan;
- j. Manage all Help Desk issues and requests for services from Richmond Heights personnel and provide timely solutions; and be responsible to ensure the proper functioning of desktop hardware, productivity software and interfaces with various applications, Windows operating systems, and mobile device configuration;
- k. Design disaster recovery processes and business continuity procedures for re-establishing technology operations in the event of a disruption, both minor and catastrophic;
- l. Analyze and meet end user training needs on various types of software programs to efficiently and effectively support business objectives;
- m. Perform work outside of normal working hours to allow for the continuation of business operations to perform maintenance work or respond to technology emergencies, as needed; and
- n. Provide timely and comprehensive customer service to departments and continually seek opportunities to enhance customer satisfaction and foster positive relationships.

3. Obligations of the City of Richmond Heights. Richmond Heights agrees to pay to Clayton an amount representing Clayton's annual costs for the salary, benefits, training, and supplies for the personnel required to provide the necessary staffing referenced in Section 2(e), above, and the other services listed in Section 2; an overhead cost of three-percent, and a two-percent contingency.

Richmond Heights' cost for receiving the services outlined in Section 2 above shall not exceed the amounts below:

	2021-22	2022-23	2023-24
Salary, Benefits, Training	\$226,365	\$237,536	\$249,261
Phones, Computers, Vehicles, Mileage	5,317	5,423	5,532
Shared Systems	1,754	1,789	1,825
Overhead Costs (3%)	<u>7,003</u>	<u>7,342</u>	<u>7,699</u>
Base Cost	\$240,439	\$252,090	\$264,317
Contingency (2%)	<u>4,809</u>	<u>5,042</u>	<u>5,286</u>
Not to Exceed Cost	\$245,248	\$257,132	\$269,603

Clayton shall bill Richmond Heights prior to the beginning of each month for one-twelfth (1/12) of the Base Cost with payment due from Richmond Heights by the fifteenth day of each month.

Richmond Heights shall provide sufficient office space and office furniture and fixtures for use by the technology personnel performing the services in Richmond Heights under this Agreement. Prior to billing any Contingency Costs Clayton will notify Richmond Heights in writing of the need for the use of those funds so that Richmond Heights can adjust its monthly payment amount for that year.

Richmond Heights shall provide, at its cost, all hardware, software, licensing and equipment necessary for Richmond Heights' network systems, data centers, data storage, servers, back-up systems, email, phone, mobile devices and wireless networks.

4. Accountability and Oversight. All personnel providing services under this Agreement shall be and at all times remain employees of the City of Clayton while providing services hereunder. Clayton shall provide supervision of all personnel performing the technology services under this Agreement and direct their activities. This oversight shall include decision-making regarding allocation of efforts to Richmond Heights in accordance with this Agreement. To ensure that Richmond Heights is receiving the agreed upon level of service, either party may request that the technology staff submit a periodic report to the Clayton City Manager and the Richmond Heights City Manager, or other designee, and make available supporting time logs, project status reports, etc.

5. Personnel Rules and Regulations. All technology personnel performing services under this Agreement shall operate under and in accordance with Clayton's Personnel Rules and Regulations. Such personnel shall be hired and disciplined, if necessary, in the sole discretion of the City of Clayton and in accordance with Clayton's Personnel Rules and Regulations.

6. Amendments. This Agreement may not be further amended, except by written amendment and authorizing legislation of the parties to it. However, the Clayton City Manager and the Richmond Heights City Manager are authorized to approve supplemental binding policies and procedures that will provide for more detailed administration of the cooperative services. Said policies and procedures may be adopted

and amended from time to time provided that such policies and procedures do not conflict with the terms set forth in this Agreement.

7. Effective Date and Duration. This Agreement shall be effective August 1, 2021 and shall continue in effect for a duration of three (3) years ("Initial Term") unless earlier terminated or renegotiated by the parties. Upon expiration of the Initial Term, this Agreement shall automatically renew for an additional three-year term[s] unless either Party provides written notice of nonrenewal at least 120 days prior to the end of the then-current term (each a "Renewal Term" and together with the Initial Term, the "Term"), or unless sooner terminated as provided in this Section. If the Term is renewed for any Renewal Term(s) pursuant to this Section, the terms and conditions of this Agreement during each such Renewal Term shall be the same as the terms and conditions in effect immediately prior to such renewal, subject to any change in the fees/amounts payable hereunder by Richmond Heights during the applicable Renewal Term as agreed to by the City Manager of Richmond Heights and the City Manager of Clayton. If either Party provides timely notice of its intent not to renew this Agreement, then, unless otherwise sooner terminated in accordance with its terms, this Agreement shall terminate on the expiration of the then-current Term.

Either party may request renegotiation of this Agreement at any time.

Either party may terminate this Agreement, with or without cause and for its own convenience, upon 120 days written notice to the other party. In the event that this Agreement is terminated, Richmond Heights shall pay all costs related to the services performed under this Agreement up through the effective date of the termination.

8. Authorization. Prior to execution of this Agreement, each participating municipality shall deliver to the other a certified copy of legislation authorizing the execution of this Agreement.

IN WITNESS WHEREOF, the undersigned have set their signatures on the respective dates set forth below. This document may be signed in duplicate originals.

CITY OF RICHMOND HEIGHTS, MISSOURI

Attest:

By: _____

Date: _____

City Clerk

CITY OF CLAYTON, MISSOURI

Attest:

By: _____

Date: _____

City Clerk



City Manager
10 N. Bemiston Avenue
Clayton, MO 63105

REQUEST FOR BOARD ACTION

TO: MAYOR HARRIS; BOARD OF ALDERMEN
FROM: DAVID GIPSON, CITY MANAGER
GARY CARTER, DIRECTOR OF ECONOMIC DEVELOPMENT
DATE: JUNE 8, 2021
SUBJECT: ORDINANCE - AMENDING SECTION 505.125 OF THE CLAYTON CODE
RELATING TO MOBILE FOOD VENDING EQUIPMENT (FOOD TRUCKS)

On August 28, 2012, the City adopted Section 505.125: Private Mobile Food Vending, to allow the operation of mobile food vending equipment on City rights-of-way, City property and private property, solely to serve a private event not open to the general public. Mobile food vending equipment includes food trucks, ice cream trucks, mobile barbecues and similar motorized or transportable food preparation or vending equipment.

On October 13, 2015, by adoption of ordinance 6392, the City amended Section 505.125 to allow downtown restaurants, grocery stores and other food retailers to operate mobile food vending equipment and sell to the general public only on the property on which their business is located.

Staff recognizes the need to accommodate its residents and businesses who may wish to utilize such vendors in association with events, block parties, neighborhood gatherings, and similar occasions while still protecting safe use of streets, sidewalks and city property as well as compliance with health and safety standards. Staff believes the current legislation presents difficulty for event organizers to incorporate food trucks in such events given the restrictions of being limited to closed events and not allowing individual cash purchases. Staff proposes changing the current legislation as follows:

1. Allow food trucks to operate at public events outside of the downtown with an approved special events application sponsored by a Clayton resident, business or property owner.
2. Allow food trucks to accept payments from individual while operating at a public event outside of the downtown area with an approved special events application sponsored by a Clayton resident, business or property owner.

All current requirements including, temporary merchant permits, right of way permits, and special event permits remain.

Recommendation: To approve the ordinance.

BILL NO. 6845

ORDINANCE NO. ____

**AN ORDINANCE AMENDING SECTION 505.125 OF THE CLAYTON CITY CODE
RELATING TO MOBILE FOOD VENDING EQUIPMENT**

WHEREAS, the popularity and proliferation of food trucks and other mobile food preparation and vending equipment has increased; and,

WHEREAS, the City of Clayton wishes to accommodate its residents and businesses who may wish to utilize mobile food vending equipment; and,

WHEREAS, the proposed regulations balance the interests of the City, residents, and businesses, while ensuring the sage use of streets, sidewalks and city property as well as compliance with health and safety standards;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF CLAYTON, MISSOURI, AS FOLLOWS:

Section 1: Section 505.125 of Article II of Chapter 505 of the Code of Ordinances of the City of Clayton, Missouri, is hereby repealed and a new Section 505.125 is hereby enacted in lieu thereof to read as follows:

Chapter 505. Streets, Sidewalks and Other Public Places

Article II. Obstructions

Section 505.125. Private Mobile Food Vending.

A. Except as permitted by Sections 505.100 and 505.110, above, operators of food trucks, ice cream trucks, mobile barbecue or food smoking equipment and similar motorized or transportable mobile food preparation or vending equipment ("mobile food vending equipment"), other than mobile or transportable barbecue or smoking equipment used as outdoor accessory cooking equipment by and on the premises of an establishment licensed by the City to prepare and sell food at retail, may locate or operate such equipment on City rights-of-way, City property and private property only in compliance with the following requirements:

1. Except as otherwise permitted in this Section, mobile food vending equipment must be

used solely to serve a private event not open to the general public. No operator of such equipment may sell, vend or serve to members of the public or any person not participating in the sponsoring private event. Payment for any goods provided by the operator of mobile food vending equipment must be made to the vendor by the sponsor of the event, as in the case of typical catering services; no payments may be collected by or on behalf of the vendor from consumers.

2. Established licensed restaurants, grocery stores, and food retailers located within the Downtown Mobile Food Vending District shown on the map below, may operate mobile food vending equipment and sell, vend or serve members of the general public only on the property on which they are located.

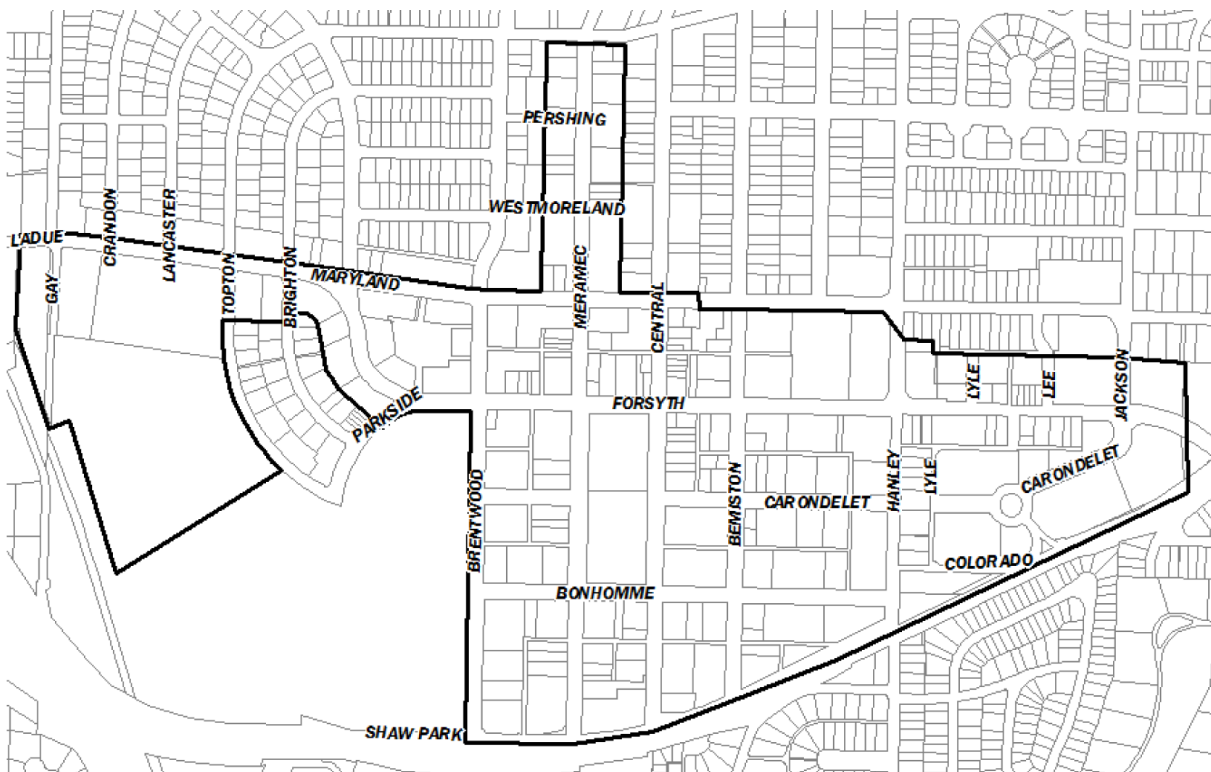


Figure 1: Downtown Mobile Food Vending District

3. Any operator of mobile food vending equipment may sell, vend or serve members of the general public within a City park only with the permission of the Department of Parks and Recreation.
4. Any operator of mobile food vending equipment may sell, vend or serve members of the general public outside of the Downtown Mobile Food Vending District with appropriate permits and licenses as specified in subsections 6 and 7, below, and an

approved special events application sponsored by a Clayton resident, business, or property owner. For purposes of this Section, "special event" means a specific social activity of a definable duration not to exceed three days occurring on or adjacent to property owned or occupied by the sponsor of the permitted special event and "sponsored by" means the applicant for the special event who is responsible for compliance with all requirements applicable to the event.

5. A mobile food vendor shall not vend before 8:00 A.M. or after 11:00 P.M.
6. Appropriate licensing shall be obtained from the Department of Finance for the operation of all mobile food vending equipment. Appropriate permits and licenses must be obtained from the Department of Public Works for any mobile food vending equipment located on any street or sidewalk and from the Department of Parks and Recreation for any mobile food vending equipment located in any City park. Any permit may specify the exact location permitted and may impose reasonable conditions to protect City property and public health and safety.
7. Any mobile food vending equipment must be approved by the appropriate public health agency and be configured and operated in compliance with all requirements of the Fire Safety Code of the City.

Section 2: Editorial Discretion

It is hereby declared to be the intention of the Clayton Board of Aldermen that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof and that the Board of Aldermen Board of Aldermen intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect.

Section 3: Severability

It is hereby declared to be the intention of the Clayton Board of Aldermen that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof and that the Board of Aldermen Board of Aldermen intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect.

Section 4: Effective Date

This Ordinance shall be in full force and effect both from and after its passage by the Board of Aldermen.

Passed by the Board of Aldermen this 8th day of June 2021

Mayor

Attest:

City Clerk

BILL NO. ____

ORDINANCE NO. ____

**AN ORDINANCE AMENDING SECTION 505.125 OF THE CLAYTON CITY CODE
RELATING TO MOBILE FOOD VENDING EQUIPMENT**

WHEREAS, the popularity and proliferation of food trucks and other mobile food preparation and vending equipment has increased; and,

WHEREAS, the City of Clayton wishes to accommodate its residents and businesses who may wish to utilize mobile food vending equipment; and,

WHEREAS, the proposed regulations balance the interests of the City, residents, and businesses, while ensuring the sage use of streets, sidewalks and city property as well as compliance with health and safety standards;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF CLAYTON, MISSOURI, AS FOLLOWS:

Section 1: Section 505.125 of Article II of Chapter 505 of the Code of Ordinances of the City of Clayton, Missouri, is hereby repealed and a new Section 505.125 is hereby enacted in lieu thereof to read as follows:

Chapter 505. Streets, Sidewalks and Other Public Places

Article II. Obstructions

Section 505.125. Private Mobile Food Vending.

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1. Except as otherwise permitted in this Section, mobile food vending equipment must be

used solely to serve a private event not open to the general public. No operator of such equipment may sell, vend or serve to members of the public or any person not participating in the sponsoring private event. Payment for any goods provided by the operator of mobile food vending equipment must be made to the vendor by the sponsor of the event, as in the case of typical catering services; no payments may be collected by or on behalf of the vendor from consumers.

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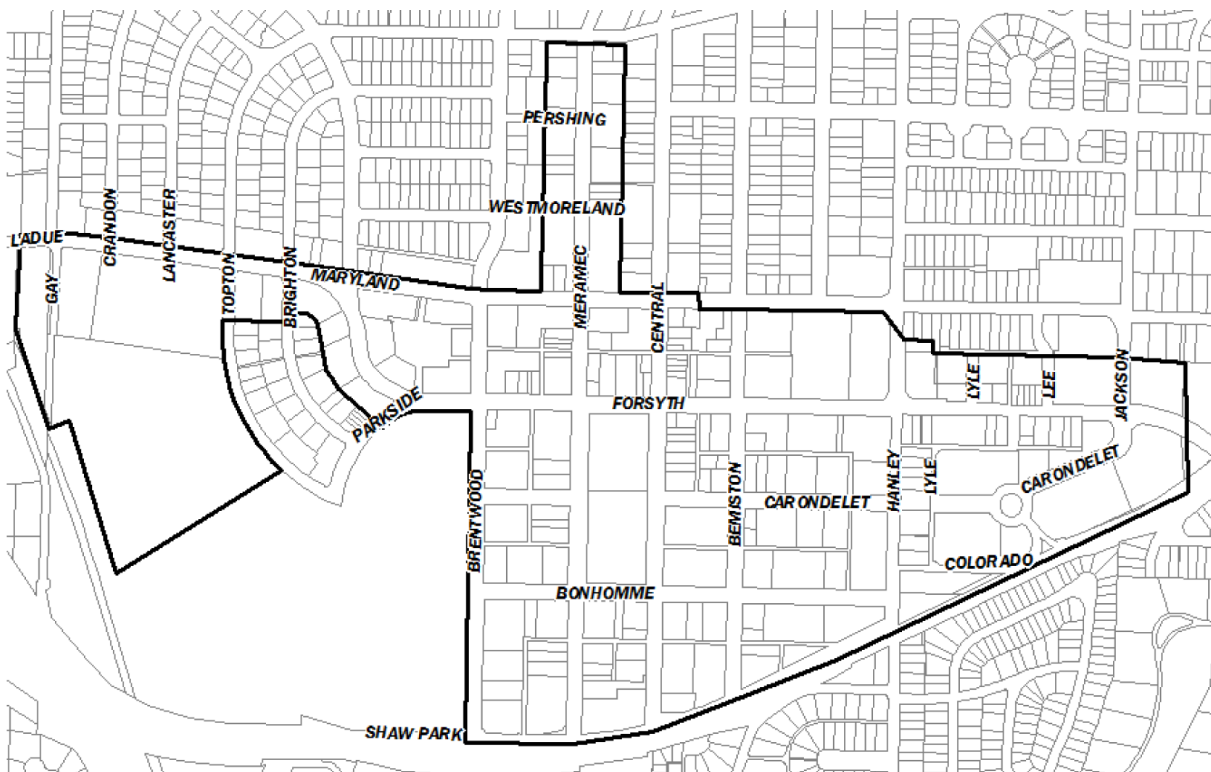


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4. Any operator of mobile food vending equipment may sell, vend or serve members of the general public outside of the Downtown Mobile Food Vending District with appropriate permits and licenses as specified in subsections 6 and 7, below, and an

approved special events application sponsored by a Clayton resident, business, or property owner. For purposes of this Section, "special event" means a specific social activity of a definable duration not to exceed three days occurring on or adjacent to property owned or occupied by the sponsor of the permitted special event and "sponsored by" means the applicant for the special event who is responsible for compliance with all requirements applicable to the event.

45. A mobile food vendor shall not vend before 8:00 A.M. or after 11:00 P.M.
56. Appropriate licensing shall be obtained from the Department of Finance for the operation of all mobile food vending equipment. Appropriate permits and licenses must be obtained from the Department of Public Works for any mobile food vending equipment located on any street or sidewalk and from the Department of Parks and Recreation for any mobile food vending equipment located in any City park. Any permit may specify the exact location permitted and may impose reasonable conditions to protect City property and public health and safety.
67. Any mobile food vending equipment must be approved by the appropriate public health agency and be configured and operated in compliance with all requirements of the Fire Safety Code of the City.

Section 2: Editorial Discretion

It is hereby declared to be the intention of the Clayton Board of Aldermen that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof and that the Board of Aldermen Board of Aldermen intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect.

Section 3: Severability

It is hereby declared to be the intention of the Clayton Board of Aldermen that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof and that the Board of Aldermen Board of Aldermen intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect.

Section 4: Effective Date

This Ordinance shall be in full force and effect both from and after its passage by the Board of Aldermen.

Passed by the Board of Aldermen this 8th day of June, 2021

Mayor

Attest:

City Clerk



City Manager
10 N. Bemiston Avenue
Clayton, MO 63105

REQUEST FOR BOARD ACTION

TO: MAYOR HARRIS; BOARD OF ALDERMEN
FROM: DAVID GIPSON, CITY MANAGER
MATT MALICK, P.E., DIRECTOR OF PUBLIC WORKS
DATE: JUNE 8, 2021
SUBJECT: ORDINANCE - ADOPTING REVISIONS TO THE CITY OF CLAYTON
COMPLETE STREETS POLICY

Complete Streets are streets designed and operated to enable safe use and support mobility for all users, including people of all ages and abilities, regardless of whether they are travelling as drivers, pedestrians, bicyclists, or public transportation riders. These concepts were the basis of the original Complete Street policy adopted by the City of Clayton in 2012. Development of that policy was based on the 10 elements that the National Complete Streets Coalition (NCSC*) determined should be part of an “ideal” Complete Streets policy.

Moving forward to 2018, the NCSC updated and revised their complete streets policy framework and evaluation criteria to focus on implementation and equity. NCSC states that “the 10 revised policy elements are based on decades of collective expertise in transportation planning and design, created in consultation with NCSC’s steering committee members and a group of national stakeholders consisting of engineers, planners, researchers, and advocates.”

In late 2020 a three-person sub-committee, comprised of staff and Sustainability Advisory Committee members, was formed to review the current policy and draft a revised policy. This draft was then reviewed and finalized with input from the full Sustainability Advisory Committee. Support was also provided by Trailnet by providing a policy framework that addressed the revised NSCS policy elements.

While most sections of the policy have been revised, the sections on “Diverse User”, “Jurisdiction”, and “Design” are particularly notable additions.

<u>Diverse Users</u> (section 2)	This section identifies that various modes of transportation, including, but not limited to, pedestrians, bicyclists, transit users, motorists, emergency responders, freight, and commercial drivers, are users of the transportation network. It also prioritizes implementation in neighborhoods with historic disinvestment, poor health outcomes, and neighborhoods where fewer than 75% of households have access to a car.
<u>Jurisdiction</u> (section 5)	The Sustainability Advisory Committee will annually review and provide feedback for new projects proposed to be added to the 5 Year Capital Improvement Plan. The Sustainability Committee will also work with staff to collect and publicize performance measures.
<u>Design</u> (section 6)	While industry standard design practices have been used by the city, this section formalizes those designs standards and prioritizes City of Clayton plans and documents.

STAFF RECOMMENDATION: To approve the ordinance.

* NCSC is a part of Smart Growth America which is an advocacy group that promotes “livable places, healthy people, and shared prosperity”. Smart Growth America evaluates and scores communities’ complete streets policies.

BILL NO. 6846

ORDINANCE NO. _____

AN ORDINANCE ADOPTING REVISIONS TO THE CITY OF CLAYTON COMPLETE STREETS POLICY

WHEREAS, the purpose of the City of Clayton's Complete Streets ordinance is to accommodate all road users by creating a multimodal transportation network that meets the needs of individuals by including a variety of transportation modes; and

WHEREAS, the City of Clayton recognizes that users of various modes of transportation, including, but not limited to, pedestrians, bicyclists, transit users, motorists, emergency responders, freight, and commercial drivers, are legitimate users of the transportation network and deserve safe facilities; and

WHEREAS, The City of Clayton recognizes that Complete Streets principles can contribute toward the safety, health, equity, economic viability, and quality of life in a community by providing accessible and efficient connections between home, school, work, recreation, and retail destinations by improving the transportation environments throughout the City of Clayton; and

WHEREAS, the City of Clayton Vision 2013 includes in its guiding principles the fostering of all safe and accessible modes of travel including walking and biking; and

WHEREAS, the 2010 Downtown Clayton Master Plan Update includes guidance for the development of a well-run, efficient, and connected transit systems for all users; and

WHEREAS, the City of Clayton partnered with surrounding communities to develop the 2009 Brentwood, Clayton, Maplewood and Richmond Heights Bikeable Walkable Communities Plan that provides for a connected, integrated network of regional bike routes; and

WHEREAS, the City of Clayton adopted a "Complete Streets" policy in 2012 as a guiding principle, where practicable and economically feasible, in the design, operation and maintenance of City streets to promote safe and convenient access and travel for all users including pedestrians, bicyclists, motorists, transit riders, and people of all abilities; and

WHEREAS, the City will strive to consult with business districts and neighborhood associations in consideration of functional facilities and accommodations in furtherance of the Clayton Complete Streets policy; and

WHEREAS, transportation improvements, facilities and amenities that may contribute to "Complete Streets" will be developed to fit in with the context of the surrounding community; and

WHEREAS, the City will consider such transportation improvements, facilities and amenities where such are practicable and economically feasible during the construction, reconstruction or other changes of transportation facilities on streets and redevelopment projects.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF CLAYTON, MISSOURI, AS FOLLOWS:

Section 1. The Board of Aldermen adopts the “*City of Clayton Complete Streets Policy 2021*” a copy of which is attached hereto as Exhibit A” and incorporated herein by this reference as if set out here in full, as the City’s guiding principle, where practicable and economically feasible, in the design, operation and maintenance of City streets henceforth The Mayor, City Manager and other appropriate City officials are hereby authorized to take any and all actions necessary, desirable, convenient or prudent in order to carry out the intent of this legislation.

Section 2. This Ordinance shall be in full force and effect both from and after its passage by the Board of Aldermen.

Passed this 8th day of June 2021.

Mayor

ATTEST:

City Clerk

City of Clayton Complete Streets Policy 2021

1. Vision and Intent

As envisioned, Complete Streets are designed and operated to provide safety and accessibility for all users of our roadways and trail systems, including pedestrians, bicyclists, transit users, motorists, emergency vehicles, freight and commercial vehicles, and people of all ages and abilities. Furthermore, Complete Streets principles can contribute toward the safety, health, equity, economic viability, and quality of life in a community by providing accessible and efficient connections between home, school, work, recreation, and retail destinations by improving the transportation environments throughout the City of Clayton.

It is the intent of the City of Clayton to formalize the planning, design, and operation of streets so they are safe for all ages and abilities and provide a multimodal transportation network.

The purpose of the City of Clayton's Complete Streets ordinance is to accommodate all road users by creating a multimodal transportation network that meets the needs of individuals by utilizing a variety of transportation needs. Furthermore, this policy guides decision makers to consistently plan, design, and construct streets to accommodate all road users, including, but not limited to, pedestrians, bicyclists, transit users, motorists, users of emergency vehicles, and users of freight and commercial vehicles.

2. Diverse Users

The City of Clayton recognizes that users of various modes of transportation, including, but not limited to, pedestrians, bicyclists, transit users, motorists, emergency responders, freight, and commercial drivers, are legitimate users of the transportation network and deserve safe facilities. "All Users" includes users of all ages and abilities.

While this policy applies throughout the community, the City of Clayton shall prioritize implementation of Complete Streets in neighborhoods with historic disinvestment, poor health outcomes, and neighborhoods where fewer than 75% of households have access to a car.

3. Full Commitment

The City of Clayton recognizes that all projects, new or reconstruction, are opportunities to apply Complete Streets design principles. Furthermore, the City of Clayton will, to the maximum extent practical, design, construct, maintain, and operate all streets to provide a comprehensive and integrated street network of facilities for people of all ages and abilities.

While any such Complete Streets projects are being constructed, the City of Clayton shall consider appropriate accommodations are provided to support the safe, reliable movement of all road users within the project area, regardless of their preferred mode of transportation.

4. Exceptions

Transportation infrastructure may be excluded on new construction or reconstruction projects when:

- a) Documentation and data indicate that the costs or impacts of accommodation are excessively disproportionate to the need or probable use or future use.
- b) Nonmotorized uses are prohibited by law; or
- c) A documented absence of current or future need exists, as identified in relevant city or regional plans and future travel demand models; or
- d) Where the establishment would be contrary to the transportation elements of the current city comprehensive plan, master plans or regional plans; or
- e) Where there are significant adverse environmental impacts to streams, wetlands, steep slopes, or other critical areas; or
- f) Where there are significant adverse impacts on neighboring land uses, including impacts from right-of-way acquisition; or
- g) Routine maintenance and repair of the transportation network is performed that does not change the roadway geometry or operations; or
- h) The Public Works Director issues a documented exception concluding that application of complete streets principles is unnecessary or inappropriate because it would be contrary to public safety; or
- i) Where their inclusion in a small, isolated project would create a very short section of improvements with problematic transitions on either end or that are in an isolated area unlikely to be followed by similar improvements at either end, resulting in little progress on implementing complete streets networks.

The Public Works Director shall be responsible for review and approval of exceptions. Documentation or data provided for the purpose of demonstrating a proposed exception, other than those listed above, must be made publicly available and identified as such via public notice at least 30 days prior to granting said exception.

5. Jurisdiction

Implementation of the City of Clayton Complete Streets policy will be carried out cooperatively within all relative departments in the City of Clayton and, to the greatest extent possible, among private developers, and state, regional, and federal agencies.

The City of Clayton shall, when applicable and feasible, work to encourage collaboration across jurisdictions within its borders on appropriate projects.

The City of Clayton will utilize the Sustainability Advisory Committee for the purpose of initial implementation of this policy and to serve as the advisory committee for Complete Streets projects and bicycle and pedestrian endeavors throughout the City of Clayton. The committee shall be composed of at least one elected official and a city staff member (serving in an advisory role). The committee will also seek input from:

- a) School officials
- b) Local business owner or member of a chamber of commerce

- c) Members of the community who rely on a mode of transportation besides a motor vehicle as a primary means of transportation
- d) Health officials
- e) Representatives from i) a neighborhood with historic disinvestment, ii) a neighborhood with poor health outcomes, or iii) an area with diminished access to transportation options

The Sustainability Advisory Committee will annually review and provide feedback on projects when they are initially brought forth for consideration in the Capital Improvement Plan of the proposed budget.

The Sustainability Advisory Committee, in collaboration with appropriate staff, shall collect and publicize the performance measures identified in this policy.

To ensure that as many voices in the community as possible can be heard, the City of Clayton shall work to develop community engagement plan or processes, which will include strategies to overcome barriers to engagement for underrepresented communities.

6. Design

Complete Streets design recommendations should be considered on all publicly and privately funded projects, as appropriate. All transportation infrastructure and street design projects requiring funding by the City of Clayton shall follow the City of Clayton's Complete Streets policy.

The goal of the City of Clayton Complete Streets policy is to focus on developing a connected, integrated transportation network that serves all users. Complete Streets will be considered during planning and design of all types of public and private projects, including new construction, reconstruction, and rehabilitation of transportation facilities on streets and redevelopment projects.

To the greatest extent possible, the City of Clayton shall work to incorporate native plant species and sustainable landscaping elements into Complete Streets projects.

The latest design guidance, standards, and recommendations available will be used in the implementation of Complete Streets, including:

- a) Documents and plans created for the City of Clayton
- b) American Association of State Highway Transportation Officials
- c) The United States Department of Transportation Federal Highway Administration's
- d) Manual of Uniform Traffic Design Controls
- e) National Association of City Transportation Officials Design Guides
- f) Small Town and Rural Design Guide, Federal Highway Administration
- g) United States Access Board Guidelines and Standards
- h) Public Rights of Way Access Guidelines

- i) Americans with Disabilities Standards for Accessible Design
- j) Urban Street Stormwater Guide

7. Land Use and Context Sensitivity

The endeavor to reorient the City of Clayton towards the principles of Complete Streets also necessitates a greater consideration for how transportation intersects with broader land use decisions. As a result, all new or revised land use policies, plans, zoning ordinances, and other documents should consider how they will support Complete Streets.

To ensure that full consideration is being given to the City of Clayton's physical, economic, and social setting, Complete Streets principles, in both development and implementation, shall consider including community context as a factor in decision making. The context- sensitive approach will include a range of goals by giving significant consideration to stakeholder and community values. The overall goal of this approach is to preserve and enhance scenic, aesthetic, historic, and environmental resources while improving or maintaining safety, mobility, and infrastructure conditions.

Such significant changes, while necessary, can impose a burden on vulnerable communities if significant care is not taken from the outset to discover and avoid such harms. Thus, to the greatest extent possible, when implementing this policy, the City of Clayton shall work to identify and mitigate unintended consequences, such as involuntary displacement due to the rising costs of living.

8. Performance Measures

In order to monitor and fully understand progress that is being made towards the implementation of Complete Streets, the City of Clayton shall establish internal and external performance measures as part of the Complete Streets policy.

The City of Clayton shall use the categories and metrics listed below to measure the internal implementation of the Complete Streets policy:

Category	Metrics
Policy	<ul style="list-style-type: none"> 1) Percentage of policies updated to comply with Complete Streets policy 2) Number of exemptions
Personnel	<ul style="list-style-type: none"> 1) Number of staff trainings completed 2) Number of community engagement activities

The City of Clayton shall use the categories and metrics listed below to measure the external implementation of the Complete Streets policy.

Category	Metrics
Safety	<ol style="list-style-type: none"> 1) Number of crashes resulting in fatalities and/or serious injury 2) Location of such crashes
Infrastructure	<ol style="list-style-type: none"> 1) Amount of new sidewalks built 2) Amount of existing sidewalks repaired 3) Amount of new trails/bike lanes built 4) Number of connective* project completed
Economic Development	<ol style="list-style-type: none"> 1) Retail sales

* "Connective" projects refers to projects that link existing infrastructure. For example, a project that connects two trails via a bridge.

Additionally, the data related to external performance measures outlined within this policy shall be disaggregated to measure how implementation affects neighborhoods with historic disinvestment, poor health outcomes, and areas with diminished access to transportation options.

Data related to both the internal and external performance measures outlined within this policy shall be collected, analyzed, and released to the public every two years.

9. Project Selection Criteria

The City of Clayton shall consider the inclusion of the following principles during when selecting and prioritizing project in the Capital Improvement Plan.

- Connectivity – connecting existing infrastructure to existing infrastructure and creating additional connections to community assets (including, but not limited to, businesses, schools, community centers, city halls, medical facilities, parks, voting locations, or libraries)
- Multimodality – implementing projects that expand infrastructure for modes of transportation other than the car
- Economic Development – proposed project supports broader efforts to enhance economic development
- Equity – project will broaden transportation options for neighborhoods with limited connectivity to community assets

10. Implementation Steps

The City of Clayton shall make Complete Streets practices a routine part of everyday operations when feasible, shall approach every transportation project and program as an opportunity to improve streets and the transportation network for all users, and shall work in coordination with other departments, agencies, and jurisdictions to achieve Complete Streets.

The City of Clayton shall train pertinent staff on the content of Complete Streets principles and best practices for implementing policies through appropriate means.

The City of Clayton shall work to revise all related procedures, plans, regulations, and other necessary processes to adhere to the principles of this policy within five years of its adoption.

Further, the City of Clayton will work to ensure that this policy is updated to remain in accordance with the latest complete streets standards.

In addition to this policy, the City of Clayton shall look for opportunities to curb dangerous driving behavior through design and infrastructure.



City Manager
10 N. Bemiston Avenue
Clayton, MO 63105

REQUEST FOR BOARD ACTION

TO: MAYOR HARRIS; BOARD OF ALDERMEN
FROM: DAVID GIPSON, CITY MANAGER (DG)
JUNE FRAZIER, CITY CLERK
DATE: JUNE 8, 2021
SUBJECT: MOTION - ELECT MAYOR PRO TEMPORE

Per the City of Clayton Charter, Article II, Section 2, the Board of Aldermen shall elect from among the aldermen a mayor pro-tempore, who shall act as mayor in the absence of the mayor.

Alderman Richard Lintz has been nominated by Mayor Harris to be appointed as Mayor Pro Tempore.

Recommendation is to elect a Mayor Pro Tempore.



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TO: MAYOR HARRIS; BOARD OF ALDERMEN
FROM: DAVID GIPSON, CITY MANAGER (DG)
JUNE FRAZIER, CITY CLERK
DATE: JUNE 8, 2021
SUBJECT: ALDERMANIC COMMITTEE ASSIGNMENTS

In order to be consistent with the *Charter* requirements all appointments/assignments to the Boards and Commissions requires approval by the Board of Aldermen. The following assignments are proposed by Mayor Harris:

Clayton Century Foundation

Alderman Susan Buse
Alderman Rich Lintz

CRSWC

Alderman Bridget McAndrew
Alderman Becky Patel

Plan Commission/ARB

Alderman Ira Berkowitz

Economic Development Advisory Committee

Alderman Bridget McAndrew

Parks & Recreation Commission

Alderman Bridget McAndrew
Alderman Susan Buse

Public Art Advisory Committee

Alderman Ira Berkowitz

Non-Uniformed Employees Retirement Fund Board

Alderman Rich Lintz

Uniformed Employees Retirement Fund Board

Alderman Rich Lintz

Sustainability Committee

Alderman Becky Patel
Alderman Rich Lintz

Clayton Equity Commission

Alderman Susan Buse

Recommendation: To consider the appointments.